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JoAnne McBride, Clerk, Clark Co.

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**STATE OF WASHINGTON
CLARK COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

CLARK COUNTY, WASHINGTON; and
BONNEVILLE CONSERVATION,
RESTORATION, AND RENEWAL
TEAM LLC,

Defendants.

NO.

**PROSPECTIVE PURCHASER
CONSENT DECREE**

RE: CAMP BONNEVILLE MILITARY
RESERVATION

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1 **I. INTRODUCTION**

2 1. This prospective purchaser consent decree (Decree) is made and entered into by
3 and between the Washington State Department of Ecology (Ecology), Clark County, Washington
4 (Clark County), and the Bonneville Conservation, Restoration, and Renewal Team LLC
5 (BCRRT LLC). The mutual objectives of Ecology, Clark County, and the BCRRT LLC are to
6 provide for remedial actions at a facility where there have been releases or threatened releases of
7 hazardous substances and to resolve the potential liability of Clark County and the BCRRT LLC
8 for remedial actions within the facility. This Decree requires Clark County and the BCRRT LLC
9 to remediate the Camp Bonneville Military Reservation as defined in this Decree. The remedial
10 actions are described in Section X of this Decree and in the attached exhibits.

11 2. The Complaint in this action is being filed simultaneously with this Decree. An
12 answer has not been filed, and there has not been a trial on any issue of fact or law in this case.
13 However, the Parties wish to resolve the issues raised by Ecology’s Complaint. In addition, the
14 Parties agree that settlement of these matters without litigation is reasonable and in the public
15 interest and that entry of this Decree is the most appropriate means of resolving these matters.

16 3. In signing this Decree, Ecology, Clark County, and the BCRRT LLC agree to its
17 entry and agree to be bound by its terms as provided herein.

18 4. By entering into this Decree, the Parties do not intend to discharge non-settling
19 Parties from any liability they have with respect to the matters alleged in the Complaint. The
20 Parties retain the right to seek reimbursement, in whole or in part, from any liable persons for
21 sums expended under this Decree, and Ecology retains the right to initiate enforcement action
22 against any liable person not a Party to this Decree.

23 5. This Decree shall not be construed as proof of liability or responsibility for any
24 releases of hazardous substances or cost for remedial action nor an admission of any facts;
25 provided, however, that Clark County and the BCRRT LLC shall not challenge the jurisdiction
26 of Ecology in any proceeding to enforce this Decree.

1 6. The Court is fully advised of the reasons for entry of this Decree, and good cause
2 having been shown, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

3 **II. AUTHORITY, JURISDICTION, AND VENUE**

4 7. This Court has jurisdiction over the subject matter and over the Parties pursuant
5 to Chapter 70.105D RCW, the Model Toxics Control Act (MTCA), and pursuant to Chapter
6 70.105 RCW, the Hazardous Waste Management Act (HWMA). Venue is proper in Clark
7 County pursuant to RCW 70.105D.050(5)(b) and RCW 4.12.025.

8 8. Pursuant to RCW 70.105.120, the Washington State Attorney General, at the
9 request of Ecology, has authority to bring actions to enforce any requirement in the HWMA.

10 9. Pursuant to RCW 70.105D.040(5), the Washington State Attorney General has
11 the authority to agree to a settlement with a person not currently liable for remedial action at a
12 facility who proposes to purchase, redevelop, or reuse the facility, provided Ecology determines,
13 after public notice and comment, that:

14 (A) The settlement will yield substantial new resources to facilitate cleanup;

15 (B) The settlement will expedite remedial action consistent with the rules adopted
16 under MTCA; and

17 (C) Based on available information, the redevelopment or reuse of the facility is not
18 likely to contribute to any existing release or threatened release at the Site, interfere with any
19 remedial actions that may be needed at the Site, or increase health risks to persons at or in the
20 vicinity of the Site.

21 10. Pursuant to RCW 70.105D.040(4)(b), such a settlement shall be entered as a
22 consent decree issued by a court of competent jurisdiction.

23 **III. PARTIES BOUND**

24 11. This Decree shall apply to and be binding upon the signatories to this Decree
25 (Parties). The undersigned representative of each Party hereby certifies that he or she is fully
26 authorized to enter into this Decree and to execute and legally bind such Party to comply with the

1 Decree. Clark County and the BCRRT LLC each agree to undertake the actions required of
2 them by the terms and conditions of this Decree and not to contest state jurisdiction regarding
3 this Decree. Clark County and the BCRRT LLC shall provide a copy of this Decree to all
4 agents, contractors, and subcontractors retained to perform work required by this Decree and
5 shall ensure that all work undertaken by such contractors and subcontractors will be in
6 compliance with the Decree.

7 IV. DEFINITIONS

8 12. Unless otherwise expressly provided herein, the definitions set forth in Chapter
9 70.105D RCW and Chapter 173-340 WAC shall control the meanings of the terms used in this
10 Decree. Whenever the terms listed below are used in this Decree or in the attachments hereto,
11 the following definitions shall apply:

12 (A) “Decree” means this Prospective Purchaser Consent Decree and each of the
13 exhibits attached to this Decree. All exhibits are integral and enforceable parts of this Decree. In
14 the event of conflict between this Decree and any exhibit attached to this Decree, this Decree
15 shall control.

16 (B) “Section” means a portion of this Decree identified by a Roman numeral and
17 including one or more Paragraphs.

18 (C) “Paragraph” means a portion of this Decree identified by an Arabic Numeral.

19 (D) “Parties” means the Washington State Department of Ecology (Ecology), Clark
20 County, Washington (Clark County), and the Bonneville Conservation, Restoration, and
21 Renewal Team LLC (BCRRT LLC).

22 (E) “Bonneville Conservation, Restoration, and Renewal Team LLC” or “BCRRT
23 LLC” means the conservation non-profit that will hold the Property and undertake the remedial
24 actions required of it under this Decree.

25 (F) “Site” means all potentially contaminated areas where hazardous substances
26 originating from within the Property boundary may have come to be located. The Site is a

1 “facility” as defined at RCW 70.105D.020(4). The Site is herein referred to as the Camp
2 Bonneville Site.

3 (G) “Property” means the Camp Bonneville Military Reservation (CBMR), which is
4 located in Clark County, Washington, approximately twelve (12) miles northeast of the center of
5 the City of Vancouver. The terms “Property,” “Camp Bonneville Military Reservation,” and
6 “CBMR” all refer to the property that is the subject of this Decree. The Property lies along both
7 banks of Lacamas Creek, a tributary of the Columbia River, and occupies approximately 3,840
8 acres. The Property is further described in Exhibit G, attached hereto, and incorporated by
9 reference. The location of the Property is also illustrated in Exhibit A, attached hereto. Prior to
10 the entry of this Decree and completion of the early transfer process described in Section VI.A of
11 this Decree, the Army owned 3,020 acres of the Property and leased the remaining 820 acres of
12 the Property from the Washington State Department of Natural Resources (DNR). The Property
13 includes the entire 3,840 acres. The Property consists of the “Early Transfer Parcel” and the
14 “DNR Parcels,” as defined in this Section of the Decree.

15 (H) “Early Transfer Parcel” means the approximately 3,020-acre parcel of the
16 Property being transferred to Clark County by the Army under the process described in Section
17 VI.A of this Decree. A legal description and an illustration of the parcel are provided
18 respectively in Exhibits G and A, attached hereto.

19 (I) “DNR Parcels” means the two parcels of the Property, totaling approximately 820
20 acres, that are owned by DNR and leased to the Army at the time of entry of this Decree. The
21 two parcels are adjacent to the Early Transfer Parcel and respectively located northeast and south
22 of the Early Transfer Parcel. A legal description and an illustration of the two parcels are
23 provided respectively in Exhibits G and A, attached hereto.

24 (J) “Central Impact Target Area” or “CITA” means the approximately 465-acre
25 fenced portion of the Property identified and illustrated in Exhibit A. The CITA served as the
26

1 target area for several of the firing ranges at the CBMR, including the 105 and 155 millimeter
2 artillery ranges.

3 (K) “Cleanup Obligations” mean the obligations of the BCRRT LLC under this
4 Decree to develop and conduct the remedial actions that are necessary to complete the
5 investigation and cleanup of the Property. These obligations are more specifically described in
6 Section X.C of this Decree.

7 (L) “Long-Term Obligations” mean the ongoing obligations under this Decree to
8 maintain engineered and institutional controls, monitor and report conditions, and otherwise
9 ensure the long-term effectiveness of the cleanup of the Property completed by the BCRRT LLC
10 under Section X.C of this Decree. These obligations are more specifically described in Section
11 X.D of this Decree. Until the BCRRT LLC conveys the Early Transfer Parcel back to Clark
12 County, these obligations shall be the responsibility of the BCRRT LLC. After the BCRRT LLC
13 conveys the Early Transfer Parcel back to Clark County, these obligations shall be the
14 responsibility of Clark County. Neither the BCRRT LLC nor Clark County shall be required to
15 undertake any Long-Term Obligations on any portion of the Property that they do not own or
16 lease.

17 (M) “Dangerous wastes” means any dangerous waste as defined at RCW
18 70.105.010(5) and any dangerous waste designated by rule pursuant to Chapter 70.105 RCW,
19 including, as defined in WAC 173-303-040, any solid waste designated in WAC 173-303-070
20 through 173-303-100 as dangerous waste, extremely hazardous waste, or mixed waste.
21 Dangerous wastes are “hazardous substances” under RCW 70.105D.020(7)(a).

22 (N) “Dangerous constituents” means, as defined in WAC 173-303-040 and
23 173-303-646(1)(d), any constituent identified in WAC 173-303-9905 or 40 C.F.R. Part 264
24 Appendix IX; any constituent that caused a solid waste to be listed as a dangerous waste or to
25 exhibit a dangerous characteristic under Chapter 173-303 WAC or to meet a dangerous waste
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1 criteria under Chapter 173-303 WAC; and any constituent defined as a hazardous substance
2 under RCW 70.105D.020(7).

3 (O) “Solid waste” means, as defined at WAC 173-303-016(3), any discarded material
4 that is not excluded by WAC 173-303-017(2) or that is not excluded by variance granted under
5 WAC 173-303-017(5), and includes military munitions identified as a solid waste at WAC
6 173-303-578(2).

7 (P) “Military munitions” means, as defined in WAC 173-303-040, all ammunition
8 products and components produced or used by or for the U.S. Department of Defense or the U.S.
9 Armed Services for national defense or security, including military munitions under the control
10 of the Department of Defense, the U.S. Coast Guard, the U.S. Department of Energy, and
11 National Guard personnel. As further defined in WAC 173-303-040, the term “military
12 munitions” includes: Confined gaseous, liquid, and solid propellants, explosives, pyrotechnics,
13 chemical and riot control agents, smokes and incendiaries used by Department of Defense
14 components, including bulk explosives and chemical warfare agents, chemical munitions,
15 rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition,
16 small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and
17 dispensers, demolition charges, and devices and components thereof. For the purposes of this
18 Decree, the term “military munitions” also means all ammunition products and components
19 produced or used with the permission of the U.S. Department of Defense or the U.S. Armed
20 Services for national defense or security.

21 (Q) “Munitions and Explosives of Concern” or “MEC” distinguishes specific
22 categories of military munitions that may pose unique explosives safety risks and means (1)
23 Unexploded ordnance (UXO), as defined in 10 U.S.C. § 101(e)(5)(A) through (C), WAC
24 173-303-040, and this Decree; (2) Discarded military munitions (DMM), as defined in 10 U.S.C.
25 § 2710(e)(2); or (3) Munitions constituents (MC) (e.g., TNT, RDX), as defined in 10 U.S.C.
26 § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.

1 (R) "Unexploded ordnance" or "UXO" means, as defined in WAC 173-303-040,
2 military munitions that have been primed, fused, armed, or otherwise prepared for action; have
3 been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to
4 operations, installations, personnel, or material; and remain unexploded either by malfunction,
5 design, or any other cause.

6 (S) "Anomalies Selection Board" or "ASB" means the Board that reviews data
7 regarding surface and subsurface anomalies and makes decisions regarding the further
8 investigation and remediation of those anomalies based on that data. The members of the ASB
9 shall be selected by the mutual agreement of the project coordinators. If the project coordinators
10 are unable to agree on the membership of the ASB or if the ASB is unable to reach mutual
11 agreement on the further investigation or remediation of anomalies, then Ecology's project
12 coordinator will issue a written decision. Clark County and/or the BCRRT LLC may request
13 review of any decision by Ecology's project coordinator in accordance with the dispute
14 resolution process set forth in Section XVI of this Decree.

15 (T) "Step-out clearance" means that if an item of MEC or a pattern of similar forensic
16 evidence of a particular type of military munitions is found within a boundary grid of a
17 designated clearance area, then the clearance area shall be expanded (stepped-out) by adding new
18 grid(s) adjacent to the grid of concern and the new grid(s) shall be cleared. If a new grid extends
19 beyond the Property perimeter fence line, then that grid shall only be cleared up to, but not
20 beyond, that fence line and Ecology and the Army shall be notified. This adaptive management
21 process shall continue as long as MEC or forensic evidence of a particular type of military
22 munitions continues to be found in a boundary grid.

23 V. STATEMENT OF FACTS

24 13. Ecology makes the following factual findings without any express or implied
25 admission by Clark County or the BCRRT LLC.

1 14. The Camp Bonneville Military Reservation (CBMR or the Property), is located in
2 Clark County, Washington, approximately twelve (12) miles northeast of the center of the City
3 of Vancouver. The Property lies along both banks of Lacamas Creek, a tributary of the
4 Columbia River, and occupies approximately 3,840 acres.

5 15. Prior to the entry of this Decree and the completion of the early transfer process
6 described in Section VI.A of this Decree, the Army owned 3,020 acres of the Property and leased
7 the remaining 820 acres from the Washington State Department of Natural Resources (DNR).
8 Through the early transfer process described in Section VI.A of this Decree, Clark County is
9 acquiring ownership of the Early Transfer Parcel from the Army. Upon acquisition of that
10 parcel, Clark County will immediately (within 24 hours) convey ownership of it by quitclaim
11 deed to the BCRRT LLC for the purpose of meeting its Cleanup Obligations on the Property
12 under this Decree. The DNR Parcels continue to be owned by DNR and leased to the Army.

13 16. The United States War Department and its successor agency, the Department of
14 Defense, has owned and operated the Camp Bonneville Military Reservation for military training
15 since 1909. Units of the Army, Army Reserve, Marine Corps Reserve, Navy Reserve, Coast
16 Guard Reserve, and National Guard have trained on the CBMR. The CBMR has also been used
17 by Federal, State, and local law enforcement agencies for small arms training. A small arms
18 range on the CBMR is currently operated by the Federal Bureau of Investigation. The CBMR
19 was placed on the Base Realignment and Closure (BRAC) list and closed in 1995. Prior to the
20 entry of this Decree and the completion of the early transfer process described in Section VI.A of
21 this Decree, the CBMR was under the control and authority of the garrison commander of Fort
22 Lewis. The garrison commander continues to retain control over the portion of the CBMR
23 owned by DNR and leased to the Army.

24 17. Between 1909 and 1995, unused military munitions, both live and practice, were
25 stored at the Camp Bonneville Military Reservation. These unused military munitions included
26 artillery ammunition, mortar ammunition, air-launched rockets, shoulder-fired rockets, guided

1 missiles, bombs, land mines (practice only), grenades, fuses, and small arms ammunition. Some
2 of these military munitions were disposed of at the CBMR by OB/OD.

3 18. Between 1909 and 1995, military munitions, both live and practice, were used at
4 the Camp Bonneville Military Reservation. These used military munitions included artillery
5 ammunition, mortar ammunition, shoulder-fired rockets, land mines (practice only), grenades,
6 and small arms ammunition. These military munitions were primed, fused, armed, or otherwise
7 prepared for action, and then fired, launched, or projected from, or placed at or on, the Camp
8 Bonneville Military Reservation.

9 (A) Some of the military munitions used at the CBMR exploded, fragmenting the
10 munitions.

11 (B) Some of the military munitions used at the CBMR did not explode, either by
12 malfunction, design, or some other cause. These munitions are referred to as “unexploded
13 ordnance” or “UXO”.

14 19. At least eight firing ranges at the Camp Bonneville Military Reservation had
15 safety fans that extended beyond the boundary of the CBMR. Between 1909 and 1995, military
16 munitions were used at those firing ranges. Some of the military munitions used at those firing
17 ranges, including 105 and 155 millimeter artillery and 4.2 mortar projectiles, had ranges that
18 extended beyond the boundary of the CBMR. Based on these findings of fact, there is a
19 possibility that military munitions may have landed off-range, beyond the boundary of the
20 CBMR. These used military munitions may include both UXO and the fragments and
21 constituents of exploded munitions.

22 20. Between 1909 and 1995, some of the used military munitions at the Camp
23 Bonneville Military Reservation, including both UXO and munitions fragments, were recovered
24 and collected, and then disposed of at the CBMR by open burning or open detonation (OB/OD).
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26

1 21. Several areas throughout the Camp Bonneville Military Reservation were used
2 for the disposal of military munitions. At least three areas of the CBMR were used for the
3 disposal of military munitions by OB/OD.

4 22. At the time the Camp Bonneville Military Reservation was closed in 1995, some
5 of the military munitions used during military activities, including both UXO and the fragments
6 and constituents of exploded munitions, were left in place at the CBMR and may have been left
7 in place or migrated beyond the boundary of the CBMR.

8 23. Between 1909 and 1995, diesel fuel, fuel oil, pesticides, solvents, lead and
9 chromium-containing paint, and other hazardous materials were also used at the Camp
10 Bonneville Military Reservation.

11 24. Investigations since 1995 by the Army and its contractors at the Camp Bonneville
12 Site have shown that these historical military and maintenance operations have resulted in the
13 presence of the following substances at the Site:

14 (A) The presence of diesel fuel, fuel oil, pesticides, and xylenes in the soil;

15 (B) The presence of volatile organic compounds, including 1,1,1-trichloroethane, in
16 the soil and ground water;

17 (C) The presence of military munitions used or disposed of at the Site, including
18 explosives, UXO, munitions, and munitions fragments, in the soil;

19 (D) The presence of the constituents of those military munitions, including
20 perchlorate and the explosive compounds RDX and HMX, in the soil and ground water.

21 25. Military munitions have been found in several areas throughout the Camp
22 Bonneville Military Reservation. Because of the historical military and maintenance operations
23 described above, including the storage, use, and disposal of military munitions, the presence of
24 additional military munitions is strongly suspected. Because forests were located within several
25 of the firing ranges when they were active, Ecology also has reason to believe that some of the
26

1 military munitions used at those ranges are embedded in the trees located within those firing
2 ranges.

3 26. People live adjacent to the Camp Bonneville Military Reservation and rely on
4 ground water as a source of drinking water. The CBMR is also inhabited by numerous species of
5 wildlife and borders both sides of Lacamas Creek, which is a tributary of the Columbia River.

6 27. The foregoing information is contained in the following documents:

7 (A) Hart Crowser, Inc., *Petroleum Contaminated Soil Investigation, Former Tank No.*
8 *7-CMBPN, Building No. 4475, Camp Bonneville, Vancouver, Washington,*
Contact No. DACA67-93-D-1004, Delivery Order No. 53, September 11, 1996.

9 (B) Woodward-Clyde Federal Services, *Final Environmental Baseline Survey Report,*
10 *Camp Bonneville, Washington,* Contract No. DACA67-95-D-1001, January 30,
1997.

11 (C) Hart Crowser, Inc., *Final Lead-Based Paints and Soil-Metals Survey Report,*
12 *Camp Bonneville, Washington,* Contract No. DACA67-93-D-1004, Delivery
Order No. 49, February 28, 1997.

13 (D) Hart Crowser, Inc., *Pre-Demolition Survey, CS Gas Chamber Building, Camp*
14 *Bonneville, Vancouver, Washington,* Contract No. DACA67-93-D-1004,
Delivery Order No. 52, February 28, 1997.

15 (E) U.S. Army Corps of Engineers, *U.S. Department of Defense Program Base*
16 *Realignment and Closure Ordnance, Ammunition and Explosives Final Archives*
17 *Search Report – Report Plates, Camp Bonneville, Clark County, Washington,*
July 1997.

18 (F) U.S. Army Corps of Engineers, *U.S. Department of Defense Program Base*
19 *Realignment and Closure Ordnance, Ammunition and Explosives Final Archives*
20 *Search Report – Conclusions and Recommendations, Camp Bonneville, Clark*
County, Washington, July 1997.

21 (G) U.S. Army Corps of Engineers, *U.S. Department of Defense Program Base*
22 *Realignment and Closure Ordnance, Ammunition and Explosives Final Archives*
23 *Search Report – References, Camp Bonneville, Clark County, Washington,* July
1997.

24 (H) Prezant Associates, Inc., *Final Asbestos Surveys Report, Camp Bonneville,*
25 *Vancouver, Washington, Volumes I-III,* Contract No. DACA67-95-D-1018,
Delivery Order No. 4, November 7, 1997.

26 (I) Cecon Corporation, *Drain Line and PCS Removal, Final Report, Camp*
Bonneville, Vancouver, Washington, Contract No. DACA67-96-M-0890,
December 1997.

- 1 (J) UXB International, Inc., *Removal Report Ordnance and Explosive (OE)*
2 *Sampling, Camp Bonneville, Vancouver, Washington*, Contract No.
3 DACA87-97-D-006, Delivery Order No. 10, August 31, 1998.
- 4 (K) Shannon & Wilson, Inc., *Final Multi-Sites Investigation Report, Camp*
5 *Bonneville, Vancouver, Washington, Volumes 1-5*, Contact No.
6 DACA67-94-D-1014, Delivery Order Numbers 10 and 17, July 1999.
- 7 (L) URS Greiner Woodward Clyde, *Final Supplemental Archive Search Report,*
8 *Camp Bonneville, Vancouver, Washington*, Contract No. DACA67-98-D-1005,
9 Delivery Order No. 3, August 15, 1999.
- 10 (M) Shannon & Wilson, Inc., *Final Landfill 4 Investigation Report, Camp Bonneville,*
11 *Washington*, Contract No. DACA67-94-D-1014, August 1999.
- 12 (N) Gary Struthers Associates, Inc., *Final Closure Report, Environmental*
13 *Restoration, Multi-Sites, Camp Bonneville, Washington*, Contract No. DACA67-
14 95-G-0001, Task Order 58, February 2001.
- 15 (O) Hart Crowser, Inc., *Final Project Completion Report, Surface Water*
16 *Investigation of Lacamas Creek and Tributaries, Camp Bonneville, Vancouver,*
17 *Washington*, Contact No. DACA67-98-D-1008, Delivery Order No. 20,
18 March 10, 2000.
- 19 (P) U.S. Army Corps of Engineers, *Final GIS-Based Historical Time Sequence*
20 *Analysis, Camp Bonneville, Washington*, August 2000.
- 21 (Q) URS Greiner Woodward Clyde, *BRAC HTRW Site Closure Report for Landfills*
22 *1, 2, and 3; Former Burn Area; Buildings 1962 and 1963; Grease Pits at the*
23 *Camp Bonneville and Camp Killpack Cantonments; Former Sewage Pond; and*
24 *Hazardous Materials Accumulation Point, Camp Bonneville, Washington,*
25 Contract No. DACA67-98-D-1005, Delivery Order No. 43, September 2000.
- 26 (R) UXB International, Inc., *Final Removal Report, Ordnance and Explosive*
Removal Action, Camp Bonneville, Vancouver, Washington, Contract No.
DACA87-97-D-006, Delivery Order No. 13, October 12, 2000.
- (S) Parsons Engineering Science, Inc., *Final Reconnaissance Work Plan, Additional*
Site Characterization, Camp Bonneville, Vancouver, Washington, October 2001.
- (T) Gary Struthers Associates, Inc., *Final Closure Report, Environmental*
Restoration, Pesticide Building #4126 and Ammunition Bunkers #2953, #2951
and #2950, Camp Bonneville, Washington, Contract No. DACA67- 95-G-0001
T.O.58, December 2001.
- (U) Parsons Environmental, *Draft Reconnaissance Results, Small Arms Ranges,*
Camp Bonneville, Vancouver, WA, Contract No. DACA87-95-D-0018, January
2002.

- 1 (V) Gary Struthers Associates, Inc., *Final Closure Report, Environmental*
2 *Restoration, Drum Burial Area, Camp Bonneville, Washington*, Contract No.
3 DACA67-95-G-0001 T.O. 58, April 2002.
- 4 (W) Project Performance Corporation, *Final Field Work Report – Investigation and*
5 *Monitoring of Site-Wide Ground Water and Ground Water Investigations for*
6 *Remedial Action Unit 2B*, April 2003.
- 7 (X) URS Corp., *Final Report, Landfill Area 4 / Demolition Area 1 Expanded Site*
8 *Inspection, Camp Bonneville, Washington*, Contract No. DACA67-98-D-1005,
9 Delivery Order 0054, May 2003.
- 10 (Y) Parsons Infrastructure & Technology Group, Inc., *Final Reconnaissance Summary*
11 *Report, Camp Bonneville, Vancouver, Washington*, Contract No.
12 DACA87-00-D-0038, Delivery Order 0017, May 2003.
- 13 (Z) Atlanta Environmental Management, Inc., *Final Site Investigation Report, Small*
14 *Arms Ranges and Demolition Areas 2 and 3, Camp Bonneville, Vancouver,*
15 *Washington*, Contract No. DACA65-03-F-0002, September 2003.
- 16 (AA) Project Performance Corporation, *Draft Remedial Investigation Report for*
17 *Remedial Action Unit 2B, Camp Bonneville, Vancouver, Washington*, GSA
18 Contract No. GS-10F-0028J, September 2003.
- 19 (BB) Project Performance Corporation, *Draft Remedial Investigation / Feasibility*
20 *Study Report for Small Arms Ranges, Camp Bonneville, Vancouver, Washington*,
21 GSA Contract No. GS-10F-0028J, October 2003.
- 22 (CC) PBS Engineering and Environmental, *Final Ground Water Sampling and*
23 *Analysis Report, 4th Quarter 2003, Camp Bonneville, Vancouver, Washington*,
24 Contract No. DAAD11-03-F-0115, May 2004.
- 25 (DD) PBS Engineering and Environmental, *Draft Ground Water Sampling and*
26 *Analysis Report, 1st Quarter 2004, Camp Bonneville, Vancouver, Washington*,
Contract No. DAAD11-03-F-0115, May 2004.
- (EE) URS Corp., *Final Cleanup Action Plan for Remedial Action Unit 1, Camp*
Bonneville, Vancouver, Washington, Contract No. DACA67-02-D-2003,
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- (FF) Parsons, *Draft Remedial Investigation / Feasibility Study Report for Remedial*
Action Unit 3, Camp Bonneville, Vancouver, Washington, GSA Contract No.
DACA87-00-D-0038, November 2004.
- (GG) PBS Engineering and Environmental, *Final Ground Water Sampling and*
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Contract No. DAAD11-03-F-0115, January 2005.
- (HH) PBS Engineering and Environmental, *Final Ground Water Sampling and*
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- 1 (II) Calibre, Draft Final *Remedial Investigation / Feasibility Study Report for Small*
2 *Arms Ranges, Camp Bonneville, Vancouver, Washington*, GSA Contract No.
3 GS-10F-0028J, March 2005.
- 4 (JJ) Calibre, Draft Final *Work Plan for Interim Actions at Small Arms Range Berms*
5 *and Fire Support Areas, Camp Bonneville, Vancouver, Washington*, GSA
6 Contract No. FS-10F-0028J, March 2005.
- 7 (KK) Calibre, Final *Site Investigation Report for Demolition Areas 2 and 3, Camp*
8 *Bonneville, Vancouver, Washington*, GSA Contract No. GS-10F-0028J,
9 March 2005.
- 10 (LL) Calibre, Draft Final Groundwater Data Evaluation Report, *Camp Bonneville,*
11 *Vancouver, Washington*, GSA Contract No. GS-10F-0028J, April 2005.
- 12 (MM) PBS Engineering and Environmental, *Final Ground Water Sampling and*
13 *Analysis Report, 4th Quarter 2004, Camp Bonneville, Vancouver, Washington,*
14 Contract No. DAAD11-03-F-0115, July 2005.
- 15 (NN) PBS Engineering and Environmental, *Final Ground Water Sampling and*
16 *Analysis Report, 1st Quarter 2005, Camp Bonneville, Vancouver, Washington,*
17 Contract No. DAAD11-03-F-0115, July 2005.
- 18 (OO) PBS Engineering and Environmental, *Draft Ground Water Sampling and*
19 *Analysis Report, 2nd Quarter 2005, Camp Bonneville, Vancouver, Washington,*
20 Contract No. DAAD11-03-F-0115, August 2005.
- 21 (PP) PBS Engineering and Environmental, *Draft Ground Water Sampling and*
22 *Analysis Report, 3rd Quarter 2005, Camp Bonneville, Vancouver, Washington,*
23 Contract No. DAAD11-03-F-0115, November 2005.
- 24 (QQ) Tetra Tech, Inc, *Final Interim Removal Action Report, Landfill 4/Demolition*
25 *Area 1, Camp Bonneville, Vancouver, Washington*, Contract No.
26 DAAD11-03-F-0102, November 2005.

28. This and any additional information regarding the Camp Bonneville Site may be found in the Ecology site file.

VI. PROPERTY TRANSFERS FOR CLEANUP AND REDEVELOPMENT

A. CERLCA Early Transfer to Clark County

29. The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 et. seq., provides that contaminated federal property may, under certain conditions, be transferred to local ownership prior to the completion of remedial activities. This process is known as “early transfer” and is described at 42 U.S.C.

1 § 9620(h)(3)(C). This particular CERCLA early transfer is a conservation conveyance under
2 10 U.S.C. § 2694(a). A conservation conveyance limits the use of the Property to conservation
3 purposes.

4 30. Under the CERCLA early transfer process, the Army will convey the Early
5 Transfer Parcel to Clark County. That conveyance will not involve the DNR Parcels, which are
6 currently owned by DNR and leased to the Army. The terms and conditions of the CERCLA
7 early transfer are set forth in the following documents:

8 (A) Finding of Suitability for Early Transfer (FOSET). Pursuant to 42 U.S.C.
9 § 9620(h)(3)(C)(i), the Army must determine that the Early Transfer Parcel is suitable for early
10 transfer. The Army's determination is set forth in the FOSET. At a facility not on the National
11 Priorities List (NPL), the Governor of the state in which the facility is located makes the final
12 determination that the property is suitable for transfer. Camp Bonneville is not on the NPL, thus
13 Governor Gregoire will review the FOSET and determine the suitability for the early transfer of
14 the Early Transfer Parcel.

15 (B) Environmental Services Cooperative Agreement (ESCA). Prior to entry of this
16 Decree, the Army and Clark County entered into an ESCA, a grant agreement that provides
17 funding for the environmental work necessary to meet the Cleanup and Long-Term Obligations
18 of this Decree for the Property. The portions of the ESCA funding made available to Clark
19 County for the performance of the Cleanup Obligations will be allocated to the BCRRT LLC.
20 Clark County will retain the ESCA funding made available for the performance of the
21 Long-Term Obligations.

22 (C) Deed. Following the entry of this Decree, the Army will execute a deed (Deed)
23 which will convey the Early Transfer Parcel to Clark County and will set forth restrictions and
24 interim land use controls.

1 **B. Transfer to BCRRT LLC for undertaking Cleanup Obligations**

2 31. After the completion of the conveyance of the Early Transfer Parcel from the
3 Army to Clark County under the CERCLA early transfer process, Clark County will
4 immediately (within 24 hours) convey the Early Transfer Parcel to the BCRRT LLC. In addition
5 to the conveyance of the Early Transfer Parcel, Clark County shall convey all necessary access
6 and other rights it has to the BCRRT LLC for the BCRRT LLC to undertake its Cleanup
7 Obligations on the DNR Parcels. These conveyances from Clark County to the BCRRT LLC are
8 being undertaken for the express purpose of accomplishing the Cleanup Obligations on the
9 Property as required by this Decree. The BCRRT LLC shall hold ownership of the Early
10 Transfer Parcel during that time necessary to accomplish the Cleanup Obligations on the
11 Property as set forth in this Decree.

12 **C. Transfer to Clark County for Undertaking Long-Term Obligations and
13 Redevelopment**

14 32. Upon Ecology's issuance of the Notice of Completion for the entire Property
15 under Section XII of this Decree, the BCRRT LLC will convey the Early Transfer Parcel to
16 Clark County and within sixty (60) calendar days of the issuance of that Notice of Completion,
17 Clark County will accept the Early Transfer Parcel. Clark County's development and use of the
18 Early Transfer Parcel or Property is described in its Reuse Plan, Second Revision dated
19 November 15, 2005, and is restricted to conservation purposes by the Deed conveying the Early
20 Transfer Parcel from the Army to Clark County.

21 **VII. ECOLOGY DETERMINATIONS**

22 **A. Determinations for MTCA Prospective Purchaser Consent Decree**

23 33. Ecology has not identified Clark County or the BCRRT LLC as a potentially
24 liable person under RCW 70.105D.020(16), and Clark County and the BCRRT LLC are not
25 currently liable under RCW 70.105D.040. If Clark County or the BCRRT LLC were to acquire
26 an interest in the Property, then the Party acquiring such an interest could become liable as an

1 “owner or operator” under RCW 70.105D.040(1)(a). This Decree is entered prior to Clark
2 County or the BCRRT LLC acquiring an interest in the Property and will resolve their potential
3 liability for known or suspected contamination at the Site.

4 34. Upon entry of this Decree, Clark County will acquire ownership of the Early
5 Transfer Parcel from the Army. This transfer will be conducted pursuant to the CERCLA early
6 transfer process described in Section VI.A of this Decree. Upon acquisition of the Early Transfer
7 Parcel, Clark County will immediately (within 24 hours) convey ownership of it to the BCRRT
8 LLC for the purpose of meeting its Cleanup Obligations under this Decree. This subsequent
9 transfer is described in Section VI.B of this Decree.

10 35. This Decree contains a program of remedial actions designed to protect human
11 health and the environment from the known, suspected, or threatened release of hazardous
12 substances at the Property based upon Clark County’s Reuse Plan described in Section VI.C of
13 this Decree. The program is described in Section X of this Decree. The program, which
14 includes both Cleanup Obligations and Long-Term Obligations, covers the entire Property,
15 including both the Early Transfer Parcel and the DNR Parcels.

16 36. Under this Decree, the BCRRT LLC is responsible for undertaking the Cleanup
17 Obligations defined in Section IV of this Decree. Those obligations are more specifically
18 described in Section X.C of this Decree. Until the BCRRT LLC conveys the Early Transfer
19 Parcel back to Clark County, the BCRRT LLC is also responsible for undertaking the
20 Long-Term Obligations defined in Section IV of this Decree. Those obligations are more
21 specifically described in Section X.D of this Decree. The BCRRT LLC is not required under this
22 Decree to undertake any Long-Term Obligations on any portion of the Property that it does not
23 own.

24 37. Under this Decree, Clark County is responsible for undertaking the Long-Term
25 Obligations defined in Section IV of this Decree after the BCRRT LLC conveys the Early
26 Transfer Parcel back to Clark County. Those obligations are more specifically described in

1 Section X.D of this Decree. Clark County is not required under this Decree to undertake any
2 Long-Term Obligations on any portion of the Property that it does not own.

3 38. The ESCA covers and provides funding for the Cleanup Obligations, Ecology
4 Oversight Costs as described in Section XIII and Long-Term Obligations required under this
5 Decree. The ESCA is described in Section VI.A of this Decree.

6 39. The County proposes to redevelop the 3,020-acre portion of the Property
7 currently owned by the Army as a County regional park and wildlife refuge. The proposed
8 redevelopment project is described in Section VI.C of this Decree.

9 40. Pursuant to 42 U.S.C. § 9620(h)(3)(C)(i), the Governor of the State of
10 Washington must determine that the Early Transfer Parcel is suitable for early transfer. The
11 Army's determination of suitability and the findings supporting that determination are set forth in
12 the FOSET.

13 41. Based on the foregoing facts and determinations, Ecology has determined that
14 this settlement will yield substantial new resources to facilitate cleanup and expedite remedial
15 action at the Site consistent with the rules adopted under MTCA.

16 42. Based on this settlement and the foregoing facts and determinations, Ecology has
17 determined that the redevelopment of the Site is not likely to contribute to any existing or
18 threatened releases at the Site, interfere with any remedial actions that may be needed at the Site,
19 or increase health risks to persons at or in the vicinity of the Site.

20 43. Based on the foregoing facts and determinations, the Washington State Attorney
21 General has the authority under RCW 70.105D.040(5) to agree to a settlement with Clark County
22 and the BCRRT LLC and enter into this Decree.

23 **B. Determinations Under the Model Toxics Control Act (MTCA)**

24 44. The Site is a "facility" as defined in RCW 70.105D.020(4).

25 45. The Property is a portion of the facility.

26

1 46. Certain substances found at the facility are “hazardous substances” as defined at
2 RCW 70.105D.020(7).

3 47. Based on the presence of these hazardous substances at the facility and all factors
4 known to Ecology, there are releases and threatened releases of hazardous substances from the
5 facility, as defined at RCW 70.105D.020(20).

6 48. The releases and threatened releases of hazardous substances from the facility
7 pose a threat to human health and the environment.

8 49. Based on the foregoing facts, Ecology believes the remedial action required by
9 this Decree is in the public interest.

10 **C. Determinations Under the Hazardous Waste Management Act (HWMA)**

11 50. The Site is a “facility” as defined at RCW 70.105.010(11) and in WAC
12 173-303-040.

13 51. The Property is a portion of the facility.

14 52. The military munitions located at the facility are “solid wastes” as defined in
15 WAC 173-303-016(3) and Paragraph 12 of this Decree.

16 53. Certain military munitions located at the facility are also “dangerous wastes”
17 and/or “dangerous constituents” as defined in RCW 70.105.010(5) and WAC 173-303-040, and
18 in Paragraph 12 of this Decree.

19 54. Based on the presence of these military munitions at the facility and all factors
20 known to Ecology, there are releases and threatened releases of dangerous wastes and/or
21 dangerous constituents from the facility, as defined in WAC 173-303-040.

22 55. Based on the releases and threatened releases of dangerous wastes and/or
23 dangerous constituents from the facility, the military munitions located at the facility are subject
24 to corrective action under WAC 173-303-646.

25 56. Based on the foregoing facts, Ecology believes the corrective action required by
26 this Decree is necessary to protect human health and the environment.

1 (C) Remedial Action Unit 3 (RAU 3) consists of any area at the Property where
2 military munitions have come to be located and addresses any contamination associated with
3 those areas and any risks to human health and the environment associated with such
4 contamination. RAU 3 is identified and illustrated in Exhibit F.

5 59. The remedial action units defined in this Decree may be subdivided or combined
6 by agreement of the Parties. Additional remedial action units may also be created by agreement
7 of the Parties. Any such agreement will become an integral and enforceable part of this Decree
8 upon entry by the Court as an amendment to this Decree.

9 IX. STATUS OF REMEDIAL ACTIONS

10 A. Overview

11 60. After the BRAC Commission identified the Camp Bonneville Military
12 Reservation for closure in 1995, the Army conducted several site investigations and archive
13 searches to identify releases or threatened releases of hazardous substances throughout the Site.
14 Based on those initial investigations, the Army identified releases or threatened releases of
15 hazardous substances in several areas throughout the Site and conducted several remedial actions
16 to address those releases.

17 61. By letter dated July 1, 2002, Ecology notified the Army of its status as a
18 “potentially liable person” under RCW 70.105D.040 after notice and opportunity for comment.

19 62. On February 4, 2003, Ecology issued Enforcement Order No. 03TCPHQ-5286
20 (Order) to the Army pursuant to the authority of RCW 70.105D.050(1) and the authority of
21 Chapter 70.105 RCW and WAC 173-303-646(3)(a). The Order required the Army to conduct
22 additional remedial actions to facilitate the comprehensive investigation and cleanup of the Site.

23 63. On June 16, 2004, Ecology issued the First Amendment of Enforcement Order
24 No. 03TCPHQ-5286 to the Army. The amendment divided RAU 3 into two subunits (RAU 3A
25 and RAU 3B), modified the schedule and work to be performed for those two subunits, and
26

1 updated the status of remedial actions. The Order, as amended, shall remain in effect until entry
2 of this Decree and the transfer of the Early Transfer Parcel from the Army to Clark County.

3 64. The remedial actions conducted by the Army prior to the entry of this Decree,
4 including those conducted prior to the issuance of the Order, are described below.

5 **B. Remedial Action Unit 1**

6 65. In 1997, based on the initial site investigations and archive searches, the Army
7 identified releases and threatened releases of hazardous substances at the 20 areas comprising
8 RAU 1. From August 1996 to July 1999, the Army conducted several remedial investigations of
9 those areas. In 1999 and 2000, the Army conducted several independent cleanup actions to
10 address the contamination identified during those remedial investigations.

11 66. Under the original Order, the Army submitted to Ecology in April 2003 a draft
12 Cleanup Action Plan (CAP) for RAU 1. The draft CAP describes the investigations and cleanup
13 actions conducted and the results of those investigations and actions. The draft CAP also
14 describes whether further action is required and the nature of any such action. In April 2004,
15 after the Army revised the draft CAP based on Ecology's comments, the draft CAP was
16 submitted for public comment. As of the effective date of the amended Order, the draft CAP had
17 not been finalized. Under the amended Order, the Army submitted and Ecology approved the
18 final CAP in July 2004. As of the effective date of this Decree, the restrictive covenants required
19 under the CAP had not been recorded.

20 **C. Remedial Action Unit 2A**

21 67. In 1997, based on the initial site investigations and archive searches, the Army
22 identified releases and threatened releases of hazardous substances at the 21 small arms ranges
23 comprising RAU 2A. In November 2001, the Army conducted additional investigations to better
24 define the location and geographic characteristics of the small arms ranges.

25 68. Under the original Order, the Army submitted to Ecology in April 2003 a draft
26 Interim Action Work Plan for RAU 2A. In May 2003, Ecology submitted comments on that

1 draft Work Plan. In September 2003, the Army submitted to Ecology a draft final Work Plan.
2 Ecology approved that draft final Work Plan. As of the effective date of the amended Order, the
3 draft final Work Plan had not been submitted for public comment and finalized. As of the
4 effective date of this Decree, the draft final Interim Action Work Plan for RAU 2A had still not
5 been submitted for public comment and finalized.

6 69. Under the original Order, the Army also completed in April 2003 the remedial
7 investigation of RAU 2A. The findings of that investigation are presented in the Field Work
8 Report, which was finalized in September 2003. Based on the results of that investigation, the
9 Army submitted to Ecology a draft Remedial Investigation/Feasibility Study (RI/FS) Report in
10 October 2003. Ecology submitted comments on that draft report in December 2003. As of the
11 effective date of this Order, the draft final RI/FS Report had not been submitted to Ecology.
12 Under the amended Order, the Army completed and submitted to Ecology the draft final RI/FS
13 Report in March 2005. Ecology approved that draft report. As of the effective date of this
14 Decree, the draft final RI/FS Report for RAU 2A had not been submitted for public comment
15 and finalized.

16 **D. Remedial Action Unit 2B**

17 70. In 1997, based on the initial site investigations and archive searches, the Army
18 identified releases and threatened releases of hazardous substances at Demolition Area 2 and
19 Demolition Area 3, the two OB/OD areas comprising RAU 2B.

20 71. Under the original Order, the Army completed in April 2003 the remedial
21 investigation of RAU 2B. The findings of that investigation are presented in the Field Work
22 Report, which was finalized in September 2003. Based on the results of that investigation, the
23 Army also submitted to Ecology a draft Remedial Investigation (RI) Report in September 2003.
24 Ecology submitted comments on that draft RI Report in November 2003. As of the effective
25 date of the amended Order, the draft final RI Report for RAU 2B had not been submitted to
26 Ecology.

1 72. Under the amended Order, the Army submitted the draft final RI Report (Site
2 Investigation Report) in March 2005. Ecology approved that draft report. As of the effective
3 date of this Decree, the draft final RI Report had not been submitted for public comment and
4 finalized.

5 **E. Remedial Action Unit 2C**

6 73. In 1997, based on the initial site investigations and archive searches, the Army
7 identified releases and threatened releases of hazardous substances at Landfill Area 4 /
8 Demolition Area 1, the area comprising RAU 2C. In August 1999, the Army conducted several
9 additional investigations.

10 74. Under the original Order, the Army submitted to Ecology in December 2003 a
11 draft Interim Action Work Plan for RAU 2C. In April 2004, after the Army revised the draft
12 Work Plan based on Ecology's comments, the draft Work Plan was submitted for public
13 comment. In May 2004, the Army submitted the final Interim Action Work Plan for RAU 2C.
14 The Army began mobilization and site preparation work required under that plan in May 2004.
15 As of the effective date of the amended Order, the Army had not completed the work required
16 under that Work Plan. Under the amended Order, the Army completed implementation of the
17 Work Plan in January 2005. Activities and findings of the interim action are presented in the
18 Interim Removal Action Report, which was finalized in November 2005.

19 75. Under the original Order, the Army also completed in February 2003 a remedial
20 investigation of ground water for RAU 2C. The findings of that investigation are presented in
21 the Field Work Report, which was finalized in May 2003. Based on the results of that
22 investigation and the impact of the forthcoming interim actions to address soil contamination,
23 Ecology determined that further investigation of the ground water were required. As of the
24 effective date of the amended Order, the draft RI/FS Report for RAU 2C had not been submitted
25 to Ecology. Under the amended Order, the Army continued to monitor contamination levels in
26 ground water at RAU 2C on quarterly basis pursuant to the Site-Wide Ground Water

1 Investigation Work Plan. Findings of this investigation are presented in Ground Water Sampling
2 and Analysis Reports. However, as of the effective date of this Decree, the draft RI/FS Report
3 for RAU 2C had still not been submitted to Ecology.

4 **F. Remedial Action Unit 3**

5 76. In 1997, based on the initial site investigations and archive searches, the Army
6 determined that military munitions, including UXO, are present in several areas throughout the
7 Site. In 1998, to determine the nature and extent of UXO throughout the Site, the Army
8 conducted an investigation of the Site using a statistically-based sampling methodology. As a
9 result of this investigation, the Army conducted a time-critical removal action on two former
10 ordnance ranges and a surface clearance of Demolition Area 1.

11 77. In November 1998, the Army submitted to Ecology and the U.S. Environmental
12 Protection Agency (EPA) a draft Engineering Evaluation and Cost Analysis (EE/CA) report
13 based on the findings of the statistically-based investigation. This report identified locations of
14 UXO, the hazards associated with UXO, the risks posed by UXO to future users of the land, and
15 risk management alternatives, including a description of the effectiveness and cost of those
16 alternatives. The Army submitted a second draft to Ecology and EPA in April 1999. Based on
17 the inadequacy of the statistically-based sampling approach, Ecology and EPA determined that
18 there was insufficient data to support the findings of the draft EE/CA.

19 78. In 2001, the Army evaluated the available photographic evidence to help identify
20 areas of concern (AOCs) and areas of potential concern (AOPCs) throughout the Site. The Army
21 subsequently conducted an instrument-aided reconnaissance effort to identify ordnance-related
22 activities, as well as terrain and vegetation characteristics, associated with each of the previously
23 identified AOCs and AOPCs. In 2002, the Army used this information, along with previously
24 collected information, to conduct a screening analysis and develop a Conceptual Site Model
25 (CSM). To test the CSM within designated reuse areas, the Army initiated a second phase of
26 instrument-aided reconnaissance within the designated reuse areas.

1 79. Under the original Order, the Army completed the second phase of the instrument
2 aided reconnaissance in February 2003. The findings of that reconnaissance effort are presented
3 in the Field Work Report, which was finalized in May 2003. As of the effective date of the
4 amended Order, the draft RI/FS Report for RAU 3 had not been submitted to Ecology.

5 80. Under the amended Order, RAU 3 was administratively divided into two
6 subunits, RAU 3A and RAU 3B, which were defined in Part IV of that Order.

7 81. Under the amended Order, the Army submitted to Ecology a draft RI/FS Report
8 for RAU 3 in November 2004. Ecology submitted its comments on that draft report in February
9 2005. In August 2005, Ecology submitted the draft RI/FS Report for public comment. In
10 response to the comments received, Ecology completed a Responsiveness Summary. As of the
11 effective date of this Decree, the RI/FS Report had not been finalized based on the comments
12 received.

13 **G. Investigation and Monitoring of Site-Wide Ground Water**

14 82. In February 2002, the Army developed a Site-Wide Ground Water Investigation
15 Work Plan to analyze ground water at the property boundary of the Camp Bonneville Military
16 Reservation using sentinel wells. The Work Plan was designed to help determine whether
17 on-site ground water contamination has migrated beyond the property boundary of the CBMR.
18 In December 2002, the Army installed four monitoring well pairs at the western property
19 boundary near Lacamas Creek. The findings of that investigation are presented in the Field
20 Work Report, which was finalized in April 2003 under the original Order. As of the effective
21 date of the amended Order, the draft Long-Term Ground Water Monitoring and Contingency
22 Plan had not been submitted to Ecology.

23 83. Under the amended Order, the Army continued to monitor ground water in
24 site-wide monitoring wells. Findings of this investigation are presented in Ground Water
25 Sampling and Analysis Reports. As of the effective date of this Decree, the draft Long-Term
26 Ground Water Monitoring and Contingency Plan had not been submitted to Ecology.

1 remedial actions outside the scope of this Decree unless the Parties agree to amend the Decree to
2 cover those actions.

3 88. The Parties acknowledge that while the Site may encompass areas beyond the
4 boundaries of the Property, this Decree does not require Clark County or the BCRRT LLC to
5 develop or conduct any remedial actions in any area beyond the boundaries of the Property. The
6 Parties agree that the remedial actions required under this Decree shall be limited to the areas
7 within the boundaries of the Property.

8 **B. Conceptual Remedial Action Plan**

9 89. As part of the early transfer process described in Section VI.A of this Decree, the
10 Army and Clark County negotiated an ESCA that provides funding for the investigation and
11 cleanup of the Property after the conveyance of the Early Transfer Parcel. To enable the Army
12 and Clark County to estimate the potential cost of that remediation, the Parties jointly developed
13 a Conceptual Remedial Action Plan, attached hereto as Exhibit H, generally describing
14 additional remedial actions that may be required at the Property under Chapter 173-340 WAC,
15 based on the information that was available from Ecology and the Army at the time the Decree
16 was entered. The Conceptual Remedial Action Plan does not represent the final decision of
17 Ecology with respect to the investigation and cleanup of the Property and is not a Cleanup
18 Action Plan as described in WAC 173-340-360. The schedules for development of the necessary
19 remedial action plans and reports, and opportunities for public participation, are set forth below.

20 **C. Work to be Performed by the BCRRT LLC: Cleanup Obligations**

21 **Deliverables and Schedule – Emergency Actions**

22 90. For RAU 3, the BCRRT LLC shall conduct emergency actions for the purpose of
23 restricting access to the Property during the investigation and cleanup of the Property and
24 reducing the threat to human health and safety associated with military munitions and other
25 contamination located within the Property. Those emergency actions shall include, but shall not
26 be limited to, the following:

1 (A) Emergency Actions at Property Perimeter:

2 (1) Conduct brush clearing and surface clearance of MEC within 10 feet of
3 the interior of the Property perimeter fence line. If an item of MEC is found within a grid of the
4 designated clearance area, then remediate that item. If either an item of MEC or a pattern of
5 similar forensic evidence of a particular type of military munitions is found within a boundary
6 grid, then also conduct step-out clearance as defined in Section IV of this Decree. The step-out
7 grid(s) for this action shall be 100-feet by 100-feet and shall be surface cleared on the Property,
8 but not off the Property. If a step-out grid extends beyond the boundary of the Property, the
9 BCRRT LLC shall notify Ecology and the Army. As data is collected during the surface
10 clearance, the ASB, which is defined in Section IV of this Decree, shall determine whether
11 detected surface and subsurface anomalies should be further investigated and remediated.

12 (2) Following MEC clearance of the Property perimeter, repair and/or replace
13 the perimeter fencing and install new signs on the fence at 50-foot intervals.

14 (B) Emergency Actions at Central Impact Target Area (CITA) Perimeter:

15 (1) Conduct brush clearing and surface clearance of MEC within 10 feet of
16 the interior of the CITA perimeter fence line. If an item of MEC is found within a grid of the
17 designated clearance area, then remediate that item. If an item of MEC or a pattern of similar
18 forensic evidence of a particular type of military munitions is found within a boundary grid, then
19 also conduct step-out clearance as defined in Section IV of this Decree. The step-out grid(s) for
20 this action shall be 100-feet by 100-feet and shall be surface cleared. As data is collected during
21 the surface clearance, the ASB, which is defined in Section IV of this Decree, shall determine
22 whether detected surface and subsurface anomalies should be further investigated and
23 remediated.

24 (2) Following MEC clearance of CITA perimeter, repair and/or replace the
25 perimeter fencing and install new signs on the fence at 50-foot intervals.

26 (C) Interim Restrictive Covenants for Property:

1 Within thirty (30) calendar days of the transfer of the Early Transfer Parcel
2 from the Army to Clark County, Clark County will record interim restrictive covenants with
3 the office of the Clark County Auditor. The interim restrictive covenants will:

- 4 (1) Prohibit public access to the Property;
- 5 (2) Restrict use of ground water from the Property;
- 6 (3) Restrict digging at the Property to qualified MEC personnel; and
- 7 (4) Require the preservation of cultural and archaeological sites.

8 The BCRRT LLC shall implement these interim institutional controls.

9 91. In support of the emergency actions, the BCRRT LLC shall submit the following
10 deliverables for Ecology review and approval, in accordance with the schedule shown below:

11 (A) Draft Emergency Action Work Plan submitted to Ecology within fifteen (15)
12 calendar days of the effective date of this Decree. The Work Plan shall meet the submittal
13 requirements in WAC 173-340-430(7).

14 (B) Draft Emergency Action Report, described in Paragraph 107 of this Decree,
15 submitted to Ecology within thirty (30) calendar days of completing the work required in the
16 final Emergency Action Work Plan.

17 **Deliverables and Schedule – Interim Actions**

18 92. For RAU 2A, the BCRRT LLC shall conduct interim actions for the purpose of
19 facilitating future cleanup actions and reducing the threat to human health and the environment
20 associated with lead and other contamination located in some of the small arms ranges identified
21 and illustrated in Exhibit C. Those interim actions shall include, but shall not be limited to,
22 conducting brush clearance and surface clearance of MEC in a buffer zone surrounding each of
23 the small arms ranges. If an item of MEC is found within a grid of the designated clearance area,
24 then remediate that item. If either an item of MEC or a pattern of similar forensic evidence of a
25 particular type of military munitions is found within a boundary grid, then also conduct step-out
26 clearance as defined in Section IV of this Decree. The step-out grid(s) for this action shall be

1 surface cleared. As data is collected during the surface clearance, the ASB, which is defined in
2 Section IV of this Decree, shall determine whether detected surface and subsurface anomalies
3 should be further investigated and remediated.

4 93. In support of the interim actions for RAU 2A, the BCRRT LLC shall submit the
5 following deliverables for Ecology review and approval, in accordance with the schedule shown
6 below:

7 (A) Draft final Interim Action Work Plan for RAU 2A, that reflects public comment,
8 submitted to Ecology within ninety (90) calendar days of the effective date of this Decree. The
9 Work Plan shall meet the submittal requirements in WAC 173-340-430(7).

10 (B) Draft Interim Action Report, described in Paragraph 108 of this Decree,
11 submitted to Ecology within thirty (30) calendar days of completing the work required in the
12 final Interim Action Work Plan for RAU 2A.

13 94. For RAU 3, the BCRRT LLC shall conduct interim actions for the purpose of
14 completing the remedial investigation and feasibility study for RAU 3 and reducing the threat to
15 human health and the environment associated with the military munitions located within RAU 3.
16 Those interim actions shall include, but shall not be limited to, surface clearance of MEC within
17 a 20-foot wide buffer zone adjacent to both sides of all roads and trails found within the Property
18 including those roads and trails found within the CITA.

19 95. In support of the interim actions for RAU 3, the BCRRT LLC shall submit the
20 following deliverables for Ecology review and approval, in accordance with the schedule shown
21 below:

22 (A) Draft Interim Action Work Plan for RAU 3 submitted to Ecology within sixty
23 (60) calendar days of the effective date of this Decree. The Work Plan shall meet the submittal
24 requirements in WAC 173-340-430(7).

1 (B) Within sixty (60) calendar days of the issue date of the final Interim Action Work
2 Plan for RAU 3, begin implementation of the interim actions set forth in the final Interim Action
3 Work Plan for RAU 3B (mobilization).

4 (C) Draft Interim Action Report, described in Paragraph 108 of this Decree,
5 submitted to Ecology within thirty (30) calendar days of completing the work required in the
6 final Interim Action Work Plan for RAU 3.

7 **Deliverables and Schedule – Final Actions**

8 96. For RAU 1, the BCRRT LLC shall submit to Ecology for review and approval
9 the draft Restrictive Covenants required under the final CAP for RAU 1 within thirty (30)
10 calendar days of the effective date of this Decree.

11 97. For RAU 2A, the BCRRT LLC shall submit the following deliverables for
12 Ecology review and approval, in accordance with the schedule shown below:

13 (A) Final RI/FS Report, that reflects public comments, submitted to Ecology within
14 six (6) months of the effective date of this Decree.

15 (B) Draft CAP submitted to Ecology within sixty (60) calendar days of the issue date
16 of the final RI/FS Report for RAU 2A.

17 (C) Draft Compliance Monitoring Plan submitted to Ecology within thirty (30)
18 calendar days of the issue date of the final CAP for RAU 2A.

19 (D) Draft Cleanup Action Report, described in Paragraph 109 of this Decree,
20 submitted to Ecology within thirty (30) calendar days of completion of the work required in the
21 final CAP for RAU 2A.

22 (E) Draft Long-Term Operation and Maintenance Plan, described in Paragraph 111 of
23 this Decree, submitted to Ecology within sixty (60) calendar days of completion of the work
24 required in the final CAP for RAU 2A, if required.

1 98. For RAU 2B, the BCRRT LLC shall submit the draft final RI Report, that reflects
2 public comments, to Ecology within nine (9) months of the effective date of this Decree for
3 Ecology review and approval.

4 99. For RAU 2C, the BCRRT LLC shall submit the following deliverables for
5 Ecology review and approval, in accordance with the schedule shown below:

6 (A) Draft RI/FS Report, submitted to Ecology within thirty (30) calendar days of the
7 completion of the work required in the final Supplemental Ground Water Remedial Investigation
8 Work Plan for RAU 2C and RAU 3 (see Paragraph 101(A) of this Decree).

9 (B) Draft CAP submitted to Ecology within sixty (60) calendar days of the issue date
10 of the final RI/FS Report for RAU 2C.

11 (C) Draft Compliance Monitoring Plan submitted to Ecology within thirty (30)
12 calendar days of the issue date of the final CAP for RAU 2C.

13 (D) Draft Cleanup Action Report, described in Paragraph 109 of this Decree,
14 submitted to Ecology within thirty (30) calendar days of completion of the work required in the
15 final CAP for RAU 2C.

16 (E) Draft Long-Term Operation and Maintenance Plan, described in Paragraph 111 of
17 this Decree, submitted to Ecology within sixty (60) calendar days of completion of the work
18 required in the final CAP for RAU 2C, if required.

19 100. For RAU 3, the BCRRT LLC shall submit the following deliverables for Ecology
20 review and approval, in accordance with the schedule shown below:

21 (A) Draft final RI/FS Report, that reflects public comments, submitted to Ecology
22 within four (4) months of the effective date of this Decree.

23 (B) Draft CAP submitted to Ecology within four (4) months of the issue date of the
24 final RI/FS Report for RAU 3.

25 (C) Draft Compliance Monitoring Plan submitted to Ecology within thirty (30)
26 calendar days of the issue date of the final CAP for RAU 3.

1 (D) Draft Cleanup Action Report, described in Paragraph 109 of this Decree,
2 submitted to Ecology within thirty (30) calendar days of completion of the work required in the
3 final CAP for RAU 3.

4 (E) Draft Long-Term Operation and Maintenance Plan, described in Paragraph 111 of
5 this Decree, submitted to Ecology within sixty (60) calendar days of completion of the work
6 required in the final CAP for RAU 3, if required.

7 101. In support of RAU 2C and RAU 3, the BCRRT LLC shall also submit the
8 following deliverables to Ecology for review and approval, in accordance with the schedule
9 shown below:

10 (A) Draft Supplemental Ground Water Remedial Investigation Work Plan for RAU
11 2C and RAU 3 submitted to Ecology within thirty (30) calendar days of the effective date of this
12 Decree.

13 (B) Draft Supplemental Soil Remedial Investigation Work Plan for RAU 3 submitted
14 to Ecology within ninety (90) calendar days of the effective date of this Decree.

15 (C) Draft Supplemental Soil Remedial Investigation Report for RAU 3 submitted to
16 Ecology within thirty (30) calendar days of the effective date of this Decree.

17 102. For the Property, the BCRRT LLC shall submit the following deliverables for
18 Ecology review and approval, in accordance with the schedule shown below:

19 (A) Draft MEC Findings Report, described in Paragraph 110 of this Decree,
20 submitted to Ecology within sixty (60) calendar days of the completion of the cleanup required
21 under Section X.C of this Decree.

22 (B) Draft Long-Term Operation and Maintenance Plan, as described in Paragraph 111
23 of this Decree, submitted to Ecology within ninety (90) calendar days of the completion of the
24 cleanup required under Section X.C of this Decree, if required.

1 **D. Work to be Performed by Clark County: Long-Term Obligations**

2 103. The BCRRT LLC shall be responsible for undertaking the Long-Term
3 Obligations defined in Section IV of this Decree until it conveys the Early Transfer Parcel back
4 to Clark County. The BCRRT LLC is not required under this Decree to undertake any
5 Long-Term Obligations on any portion of the Property that it does not own.

6 104. Clark County shall be responsible for undertaking the Long-Term Obligations
7 defined in Section IV of this Decree after the BCRRT LLC conveys the Early Transfer Parcel
8 back to Clark County. Clark County is not required under this Decree to undertake any
9 Long-Term Obligations on any portion of the Property that it does not own or lease. If Clark
10 County does not acquire ownership of the DNR Parcels prior to issuance of the Notice of
11 Completion for RAU 3 under Section XII of this Decree, then Clark County shall not be
12 responsible for any Long-Term Obligations on the DNR Parcels unless and until Clark County
13 acquires ownership of or ownership interest in the DNR Parcels.

14 105. The Long-Term Obligations for each RAU will be specified in the final
15 Long-Term Operation and Maintenance Plan for that RAU. Upon issuance of the Notice of
16 Completion for the Property under Section XII of this Decree, all of the Long-Term Obligations
17 for the Property will be specified in the final Long-Term Operation and Maintenance Plan for the
18 Property. Additional Long-Term Obligations are specified in this Decree.

19 **E. Description of Deliverables**

20 106. The Remedial Investigation Work Plan prepared for a RAU shall conform to the
21 requirements in Chapter 173-340 WAC and shall include, but shall not be limited to, the
22 following plans:

- 23 (A) Work Plan;
- 24 (B) Health and Safety Plan;
- 25 (C) Sampling and Analysis Plan;
- 26 (D) Quality Assurance Plan;

1 (E) Data Management Plan; and

2 (F) Cultural and Historical Resources Protection Plan.

3 107. The Emergency Action Report shall include, but shall not be limited to, the
4 following information:

5 (A) Summary of any emergency actions conducted;

6 (B) Results of any emergency actions conducted; and

7 (C) Description of each item of MEC found during the emergency action, including,
8 but not limited to, the following information:

9 (1) Identification of the MEC item;

10 (2) Description of the fusing condition of the MEC item; and

11 (3) Description of the location and depth of the MEC item.

12 108. The Interim Action Report prepared for a RAU shall include, but shall not be
13 limited to, the following information:

14 (A) Summary of any interim actions conducted;

15 (B) Results of any interim actions conducted; and

16 (C) Description of each item of MEC found during the interim action, including, but
17 not limited to, the following information:

18 (1) Identification of the MEC item;

19 (2) Description of the fusing condition of the MEC item; and

20 (3) Description of the location and depth of the MEC item.

21 109. The Cleanup Action Report prepared for a RAU shall include, but shall not be
22 limited to, the following information:

23 (A) Summary of any remedial investigations conducted;

24 (B) Summary of any interim or cleanup actions conducted;

25 (C) Results of any interim or cleanup actions conducted;

26 (D) Results of any compliance monitoring conducted; and

1 (E) Description of each item of MEC found during the investigation and cleanup of
2 the RAU, including, but not limited to, the following information:

- 3 (1) Identification of the MEC item;
- 4 (2) Description of the fusing condition of the MEC item; and
- 5 (3) Description of the location and depth of the MEC item.

6 110. The MEC Findings Report prepared for RAU 3 shall include a description of each
7 item of MEC found at the Property during the investigation and cleanup of the Property,
8 including items of MEC found during an investigation or cleanup conducted under a RAU other
9 than RAU 3. The description of each item of MEC shall include, but shall not be limited to, the
10 following information:

- 11 (A) Identification of the MEC item;
- 12 (B) Description of the fusing condition of the MEC item; and
- 13 (C) Description of the location and depth of the MEC item.

14 111. The Long-Term Operation and Maintenance Plan prepared for a RAU shall
15 include all remedial actions at the RAU that are necessary to ensure the long-term effectiveness
16 of the cleanup completed at the RAU by the BCRRT LLC under Section X.C of this Decree.
17 Those remedial actions are defined in Section IV of this Decree as “Long-Term Obligations” and
18 are described more specifically in Section X.D of this Decree. The Long-Term Operation and
19 Maintenance Plan prepared for the Property shall combine together the final Long-Term
20 Operation and Maintenance Plan for each RAU and include all remedial actions on the Property
21 that are necessary to ensure the long-term effectiveness of the cleanup completed by the BCRRT
22 LLC under Section X.C of this Decree.

23 112. The BCRRT LLC shall include a Cultural and Historical Resources Protection
24 Plan as part of any remedial investigation work plan, emergency action work plan, interim action
25 work plan, cleanup action plan, or long-term operation and maintenance plan. The plan shall
26 include, but shall not be limited to, the following information:

1 (A) Plan for identifying cultural and historical resources; and

2 (B) Plan for protecting identified cultural and historical resources.

3 113. The BCRRT LLC shall include a Cultural and Historical Resources Protection
4 Report as part of any emergency action report, interim action report, cleanup action report, or
5 UXO findings report. The report shall include a description of each cultural resource found
6 during the implementation of the plan. The description of each cultural resource shall include,
7 but shall not be limited to, the following information:

8 (A) Identification of the cultural resource; and

9 (B) Description of the disposition of the cultural resource.

10 **F. Due Dates for Deliverables**

11 114. If the final day of any time period falls on a Saturday, Sunday, or a state or
12 federal legal holiday, the time period shall be extended to the next working day. Any time period
13 scheduled to begin on the occurrence of an act or event shall begin on the day after the act or
14 event. The deliverable due date shall be considered satisfied if the deliverable is received
15 electronically on the date due, and the “original” hard copy is received within two (2) working
16 days.

17 **G. Submittal of Deliverables**

18 115. In accordance with WAC 173-340-840(2), the BCRRT LLC shall submit to
19 Ecology an electronic copy and three (3) hard copies of each deliverable identified in this Order
20 (including both draft and draft final documents). The electronic copy must be submitted in a
21 format compatible with, and approved by, Ecology. Ecology may require additional copies to
22 meet public participation and interagency coordination needs.

23 **H. Review, Comment, and Approval Process for Deliverables**

24 116. The BCRRT LLC shall submit deliverables to Ecology in accordance with the
25 schedule set forth herein. From the date Ecology receives the draft document, the following
26 process will ensue:

1 (A) Within thirty (30) calendar days of receiving the BCRRT LLC's draft document,
2 Ecology will notify the BCRRT LLC in writing of whether the draft document is adequate.

3 (1) If Ecology identifies inadequacies in the draft document, then Ecology
4 will provide the BCRRT LLC with comments. Any such inadequacies may be discussed during
5 the monthly Project Coordinator Meetings.

6 (2) If Ecology does not identify inadequacies in the draft document, then
7 Ecology will, at its discretion, approve the draft document. A draft document only becomes
8 "final" upon Ecology approval.

9 (B) Within thirty (30) calendar days of receiving Ecology's comments on a draft
10 document, the BCRRT LLC will submit to Ecology a "draft final" document along with a
11 response to comments identifying how comments were addressed.

12 (C) Within thirty (30) calendar days of receiving the BCRRT LLC's draft final
13 document and response to comments on the draft document, Ecology will notify the BCRRT
14 LLC in writing of whether the draft final document adequately addresses Ecology's comments
15 on the draft document.

16 (1) If Ecology identifies inadequacies in the draft final document and/or the
17 response to comments, then Ecology will, at its discretion, either revise and approve the
18 document or require the BCRRT LLC to revise and resubmit the document within thirty (30)
19 calendar days for approval.

20 (2) If Ecology does not identify inadequacies in the draft final document or
21 the response to comments, then, within thirty (30) calendar days, Ecology will, at its discretion,
22 approve the draft final document. A draft final document only becomes "final" upon Ecology
23 approval.

24 (D) In accordance with WAC 173-340-430(6), prior to the approval of a draft final
25 interim action work plan, Ecology will provide or require public notice and opportunity for
26 comment on the document and proposed interim action as required under WAC

1 173-340-600(16). After review and consideration of the comments received during the public
2 comment period, Ecology will, at its discretion, either approve the document or require the
3 BCRRT LLC to revise and resubmit the document within thirty (30) calendar days for approval.

4 (E) In accordance with WAC 173-340-350(5), prior to approval of a draft final
5 remedial investigation or feasibility study report, Ecology will provide or require public notice
6 and opportunity to comment on the document, as required under WAC 173-340-600(13). After
7 review and consideration of the comments received during the public comment period, Ecology
8 will, at its discretion, either approve the document or require the BCRRT LLC to revise and
9 resubmit the document within thirty (30) calendar days for approval.

10 (F) In accordance with WAC 173-340-380(2), prior to approval of a draft final CAP,
11 Ecology will provide or require public notice and opportunity for comment on the document, as
12 required under WAC 173-340-600(14). After review and consideration of the comments
13 received during the public comment period, Ecology will, at its discretion, either approve the
14 document or require the BCRRT LLC to revise and resubmit the document within thirty (30)
15 calendar days for approval.

16 117. Ecology may extend the thirty (30) calendar day period for reviewing and
17 commenting on a document by providing oral or written notification to the BCRRT LLC, prior to
18 expiration of the thirty (30) calendar day period. Ecology will provide an estimate of the time
19 required for completion of its review.

20 118. The BCRRT LLC may request an extension of the thirty (30) calendar day period
21 for submitting a document and responses to comments by providing written notification to
22 Ecology prior to expiration of the thirty (30) calendar day period. Any such request must be
23 made in accordance with Section XI of this Decree.

24 **I. Enforceability and Implementation of Deliverables**

25 119. Upon approval by Ecology, each of the deliverables identified in this Decree shall
26 be incorporated by reference and become an integral and enforceable part of this Decree, and

1 shall be implemented by the BCRRT LLC in accordance with its terms and schedules, and in
2 accordance with the applicable laws and the applicable CAPs.

3 **XI. EXTENSION OF SCHEDULE**

4 120. Clark County and/or the BCRRT LLC may request an extension of schedule. An
5 extension of schedule shall be granted only when a request for an extension is submitted in a
6 timely fashion, generally at least fourteen (14) calendar days prior to expiration of the deadline
7 for which the extension is requested, and good cause exists for granting the extension. All
8 extensions shall be requested in writing. The request shall specify:

- 9 (A) The deadline that is sought to be extended;
10 (B) The length of the extension sought;
11 (C) The reason(s) for the extension; and
12 (D) Any related deadline or schedule that would be affected if the extension were
13 granted.

14 121. The burden shall be on Clark County and/or the BCRRT LLC to demonstrate to
15 the satisfaction of Ecology that the request for such extension has been submitted in a timely
16 fashion and that good cause exists for granting the extension. Good cause includes, but is not
17 limited to:

18 (A) Circumstances beyond the reasonable control and despite the due diligence of
19 Clark County and/or the BCRRT LLC including delays caused by unrelated third parties or
20 Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying
21 documents submitted by Clark County and/or the BCRRT LLC;

22 (B) Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other
23 unavoidable casualty; or

24 (C) Endangerment as described in Section XXV of this Decree.
25
26

1 However, neither increased costs of performance of the terms of the Decree nor changed
2 economic circumstances shall be considered circumstances beyond the reasonable control of
3 Clark County or the BCRRT LLC.

4 122. Ecology shall act upon any written request for extension in a timely fashion.
5 Ecology shall give Clark County and the BCRRT LLC written notification in a timely fashion of
6 any extensions granted pursuant to this Decree. A requested extension shall not be effective until
7 approved by Ecology or, if required, by the Court. Unless the extension is a substantial change,
8 it shall not be necessary to amend this Decree pursuant to Section XXXIV of this Decree when a
9 schedule extension is granted.

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

- 13 (A) Delays in the issuance of a necessary permit which was applied for in a timely
14 manner;
- 15 (B) Other circumstances deemed exceptional or extraordinary by Ecology; or
- 16 (C) Endangerment as described in Section XXV of this Decree.

17 XII. COMPLETION OF REMEDIAL ACTIONS

18 124. Upon written request by the BCRRT LLC and Ecology's determination that the
19 work required pursuant to Section X.C of this Decree at a RAU has been completed by the
20 BCRRT LLC, Ecology shall issue the BCRRT LLC a written Notice of Completion within sixty
21 (60) calendar days of the request stating that the work required by the BCRRT LLC under the
22 Decree at that RAU has been satisfactorily completed. If Ecology instead determines that all of
23 the work required at a RAU has not been completed, then Ecology will notify the BCRRT LLC
24 what work must still be completed at that RAU.

25 125. Upon written request by the BCRRT LLC and Ecology's determination that all of
26 the work required pursuant to Section X.C of this Decree at the Property has been completed by

1 the BCRRT LLC, Ecology shall issue the BCRRT LLC a written Notice of Completion within
2 sixty (60) calendar days of the request stating that the work required by the BCRRT LLC under
3 the Decree has been satisfactorily completed. If Ecology instead determines that all of the work
4 required at the Property has not been completed, then Ecology will notify the BCRRT LLC what
5 work must still be completed at the Property.

6 **XIII. REMEDIAL ACTION COSTS**

7 126. The County agrees to pay costs incurred by Ecology pursuant to this Decree and
8 consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology
9 or its contractors for, or on, the Site under Chapter 70.105D RCW, including remedial actions
10 and Decree preparation, negotiations, oversight and administration. These costs shall include
11 work performed both up to 90 days prior to the execution of the ESCA on July 28, 2006, and
12 subsequent to the entry of this Decree. Ecology costs shall include costs of direct activities and
13 support costs of direct activities as defined in WAC 173-340-550(2). Because Camp
14 Bonneville is undergoing Early Transfer under CERCLA, the Army is providing funding to the
15 County to pay Ecology's oversight costs under a Modification to the ESCA. The ESCA is
16 described in Section VI of this Decree. The County shall use the funding provided in the
17 ESCA Modification to pay Ecology's costs. The ESCA Modification further provides that the
18 Army will pay Ecology's fair and reasonable oversight costs above the fixed amount in the
19 ESCA Modification with the prior approval of the Army's Grants Officer. Ecology will
20 endeavor to contact the Army's Grants Officer as soon as it reasonably anticipates its oversight
21 costs may exceed the amount in the ESCA Modification. The County agrees to pay the
22 required amount within ninety (90) days of receiving from Ecology an itemized statement of
23 costs that includes a summary of costs incurred, an identification of involved staff, and the
24 amount of time spent by involved staff members on the project. A general statement of work
25 performed will be provided upon request. Itemized statements shall be prepared quarterly.
26 Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of

1 receipt of the itemized statement will result in interest charges at the rate of twelve percent
2 (12%) per annum, compounded monthly, provided, that in the event the Army delays payment
3 or contests the amount of the Payment request, Clark County shall not be responsible for any
4 delay due to the Army's action or inaction. Any such delay shall not affect or delay the work
5 to be performed by the County or BCRRT under this Decree. Ecology reserves all its rights to
6 seek to recover its costs under RCW 70.105D.050(3).

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

10 **XIV. PROJECT COORDINATION**

11 **A. Designated Project Coordinators**

12 126. The project coordinator for Ecology is:

13 Name: Ben Forson
14 Address: Toxics Cleanup Program
P.O. Box 47600
Olympia, WA 98504-7600
15 Telephone: (360) 407-7227
16 Fax: (360) 407-7154
E-mail: bfor461@ecy.wa.gov

17 127. The project coordinator for Clark County is:

18 Name: Jerry Barnett
19 Address: Clark County Department of Public Works
P.O. Box 5000
Vancouver, WA 98666-5000
20 Telephone: (360) 397-2446
21 Fax: (360) 759-6212
E-mail: brian.vincent@clark.wa.gov

22 128. The project coordinator for the BCRRT LLC is:

23 Name: Michael J. Gage
24 Address: Camp Bonneville
23201 NE Pluss Rd.
Vancouver, WA 98682
25 Telephone: (505) 699-1214
26 E-mail: mike.gage@tpl.org

1 129. Each project coordinator shall be responsible for overseeing the implementation
2 of this Decree. The Ecology project coordinator will be Ecology's designated representative at
3 the Property. To the maximum extent possible, communications among Ecology, Clark County,
4 and the BCRRT LLC and all documents, including reports, approvals, and other correspondence
5 concerning the activities performed pursuant to the terms and conditions of this Decree, shall be
6 directed through the project coordinators. The project coordinators may designate, in writing,
7 working level staff contacts for all or portions of the implementation of the remedial work
8 required by this Decree. The project coordinators may agree to minor changes to the work to be
9 performed without formal amendments to this Decree. Minor changes will be documented in
10 writing by Ecology. Substantial changes shall require amendment of this Decree.

11 130. Any Party may change its respective project coordinator. Written notification
12 shall be given to the other Parties at least ten (10) calendar days prior to the change.

13 **B. Project Coordinator Meetings (Monthly)**

14 131. Project Coordinator meetings shall be held on a monthly basis. Upon the
15 agreement of the Parties, telephone conference calls may be held in lieu of face-to-face meetings.
16 Additional Project Coordinator meetings may be held by agreement of the Parties. Project
17 Coordinator meetings shall include a discussion of the topics required to be addressed as part of
18 the Quarterly Progress Reports (see Paragraph 133 of this Decree).

19 **C. Progress Reports (Quarterly)**

20 132. The BCRRT LLC shall submit to Clark County and Ecology written quarterly
21 progress reports which describe the actions taken during the previous quarter to implement the
22 requirements of this Decree. The progress report shall include the following:

- 23 (A) Description of on-Property actions taken during the previous quarter;
24 (B) Description of on-Property actions scheduled to be taken during the next quarter;
25 (C) Identification of deliverables submitted during the previous quarter and the dates
26 of submittal;

1 (D) Identification of deliverables anticipated for submittal during the next quarter and
2 the anticipated dates of submittal;

3 (E) Description of any deviation from the required actions not otherwise documented
4 in project plans or amendment requests;

5 (F) Description of any deviation from the schedule during the previous quarter and
6 any planned deviation in the next quarter;

7 (G) For any deviation in schedule, a plan for attempting to recover lost time and
8 maintain compliance with the schedule;

9 (H) All field and laboratory data, including all validated and non-validated data,
10 received or generated by the BCRRT LLC and/or Clark County during the previous quarter and
11 an identification of the source of the sample; and

12 (I) Description of any key staffing changes.

13 133. All progress reports shall be submitted by the tenth calendar day of each quarter.
14 Unless otherwise specified, progress reports and any other documents submitted pursuant to this
15 Decree shall be sent by certified mail, return receipt requested, to Ecology's project coordinator.

16 **XV. PERIODIC REVIEW**

17 134. As remedial action, including ground water monitoring, continues at the Property,
18 the Parties agree to review the progress of remedial action at the Property, and to review the data
19 accumulated as a result of Property monitoring as often as is necessary and appropriate under the
20 circumstances. At least every five years after the initiation of cleanup action at the Property
21 (mobilization), the Parties shall meet to discuss the status of the Property and the need, if any, of
22 further remedial action at the Property. After the dismissal of the BCRRT LLC under Section
23 XXXIII of this Decree, Clark County shall submit a report to Ecology ninety (90) calendar days
24 before every 5-year anniversary of the date of dismissal that addresses the review criteria in
25 WAC 173-340-420. This provision shall remain in effect for the duration of the Decree.

1 **XVI. RESOLUTION OF DISPUTES**

2 135. In the event a dispute arises as to an approval, disapproval, proposed change, or
3 other decision or action by Ecology’s project coordinator, or an itemized billing statement under
4 Section XIII of this Decree (Remedial Action Costs), the Parties shall utilize the dispute
5 resolution procedure set forth below.

6 (A) Upon receipt of the Ecology project coordinator’s written decision or the itemized
7 billing statement, Clark County and/or the BCRRT LLC has fourteen (14) calendar days within
8 which to notify Ecology’s project coordinator, and the other Party’s project coordinator, in
9 writing of its objection to the decision.

10 (B) The Parties’ project coordinators shall then confer in an effort to resolve the
11 dispute. If the project coordinators cannot resolve the dispute within fourteen (14) calendar days,
12 Ecology’s project coordinator shall issue a written decision.

13 (C) The objecting Party may then request section management review of the decision.
14 This request shall be submitted in writing to the Land and Aquatic Cleanup Headquarters Section
15 Manager (Section Manager) of the Toxics Cleanup Program within seven (7) calendar days of
16 receipt of Ecology’s project coordinator’s decision.

17 (D) Ecology’s Section Manager shall conduct a review of the dispute and shall
18 endeavor to issue a written decision regarding the dispute within thirty (30) calendar days of the
19 request for review.

20 (E) If the objecting Party finds Ecology’s Section Manager’s decision unacceptable,
21 the objecting Party may then request final management review of the decision. This request shall
22 be submitted in writing to the Toxics Cleanup Program Manager within seven (7) calendar days
23 of receipt of the Section Manager’s decision.

24 (F) Ecology’s Program Manager shall conduct a review of the dispute and shall
25 endeavor to issue a written decision regarding the dispute within thirty (30) calendar days of the
26

1 request for review of the Section Manager's decision. The Program Manager's decision shall be
2 Ecology's final decision on the disputed matter.

3 136. If Ecology's final written decision is unacceptable to Clark County or the BCRRT
4 LLC, Clark County and/or the BCRRT LLC have the right to submit the dispute to the Court for
5 resolution. The Parties agree that one judge should retain jurisdiction over this case and shall, as
6 necessary, resolve any dispute arising under this Decree. In the event Clark County and/or the
7 BCRRT LLC presents an issue to the Court for review, the Court shall review the action or
8 decision of Ecology on the basis of whether such action or decision was arbitrary and capricious
9 and render a decision based on such standard of review.

10 137. The Parties agree to only utilize the dispute resolution process in good faith and
11 agree to expedite, to the extent possible, the dispute resolution process whenever it is used.
12 Where either Party utilizes the dispute resolution process in bad faith or for purposes of delay,
13 the other Party may seek sanctions.

14 138. Implementation of these dispute resolution procedures shall not provide a basis
15 for delay of any activities required in this Decree, unless Ecology agrees in writing to a schedule
16 extension or the Court so orders.

17 **XVII. PERFORMANCE**

18 139. All work performed pursuant to this Decree shall be under the direction and
19 supervision, as necessary, of a licensed professional engineer or licensed hydrogeologist, or
20 equivalent, with expertise and experience in hazardous waste site investigation and cleanup. The
21 BCRRT LLC shall notify Ecology in writing of the identity of such engineer(s) or
22 hydrogeologist(s), or their equivalents, and of any contractors and subcontractors to be used in
23 carrying out the terms of this Decree, in advance of their involvement at the Property.

24 140. Any construction work performed pursuant to this Decree shall be under the
25 supervision of a professional engineer or a qualified technician under the direct supervision of a
26

1 professional engineer. The professional engineer must be registered in the State of Washington,
2 except as provided in RCW 18.43.130.

3 141. Any removal and/or disposal of MEC performed pursuant to this Decree shall be
4 under the supervision of a Senior UXO supervisor (SUXOS) identified by the BCRRT LLC and
5 approved by Ecology. The SUXOS must be an “explosives or munitions emergency response
6 specialist” as defined in WAC 173-303-040. The BCRRT LLC shall notify Ecology as to the
7 identity and qualifications of the SUXOS it has selected. The selection of the SUXOS is subject
8 to Ecology approval, which shall not be unreasonably withheld. The BCRRT LLC shall provide
9 a copy of this Decree to the SUXOS and shall require that all work undertaken by the SUXOS to
10 remove and/or dispose of MEC will be in compliance with this Decree.

11 **XVIII. COMPLIANCE WITH APPLICABLE LAWS**

12 142. All actions carried out by Clark County and/or the BCRRT LLC pursuant to this
13 Decree shall be done in accordance with all applicable federal, state, and local requirements,
14 including requirements to obtain necessary permits and approvals, except as provided in RCW
15 70.105D.090.

16 143. Pursuant to RCW 70.105D.090(1), Clark County and the BCRRT LLC are
17 exempt from the procedural requirements of Chapters 70.94, 70.95, 70.105, 77.55, 90.48, and
18 90.58 RCW and of any laws requiring or authorizing local government permits or approvals.
19 However, Clark County and the BCRRT LLC shall comply with the substantive requirements of
20 such permits or approvals. A list of such permits and approvals and/or the substantive
21 requirements of those permits and approvals as they are known to be applicable at the time of
22 issuance of any RI/FS Report or CAP for any RAU shall be included in the respective RI/FS
23 Report or CAP for that RAU and shall be binding and enforceable requirements of this Decree.

24 144. Clark County and the BCRRT LLC have a continuing obligation to determine
25 whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be
26 required for the remedial action under this Decree. In the event either Clark County, the BCRRT

1 LLC, or Ecology determines that additional permits or approvals addressed in RCW
2 70.105D.090(1) would otherwise be required for the remedial action under this Decree, it shall
3 promptly notify the other Parties of this determination. Ecology shall determine whether
4 Ecology, the BCRRT LLC, or Clark County shall be responsible to contact the appropriate state
5 and/or local agencies. If Ecology so requires, Clark County and/or the BCRRT LLC shall
6 promptly consult with the appropriate state and/or local agencies and provide Ecology with
7 written documentation from those agencies of the substantive requirements those agencies
8 believe are applicable to the remedial action. Ecology shall make the final determination on the
9 additional substantive requirements that must be met by Clark County and/or the BCRRT LLC
10 and on how Clark County and/or the BCRRT LLC must meet those requirements. Ecology shall
11 inform Clark County and the BCRRT LLC in writing of these requirements. Once established
12 by Ecology, the additional requirements shall be enforceable requirements of this Decree. Clark
13 County and/or the BCRRT LLC shall not begin or continue the remedial action potentially
14 subject to the additional requirements until Ecology makes its final determination.

15 145. Ecology shall ensure that notice and opportunity for comment is provided to the
16 public and appropriate agencies prior to establishing the substantive requirements under this
17 Section.

18 146. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the
19 exemption from complying with the procedural requirements of the laws referenced in RCW
20 70.105D.090(1) would result in the loss of approval from a federal agency which is necessary for
21 the State to administer any federal law, the exemption shall not apply and Clark County and/or
22 the BCRRT LLC shall comply with both the procedural and substantive requirements of the laws
23 referenced in RCW 70.105D.090(1), including any requirements to obtain permits or approvals.

24 **XIX. RESTRICTIVE COVENANTS**

25 147. Pursuant to Section X.C of this Decree, institutional controls are required at the
26 Property under WAC 173-340-440(4) to limit access to the Property and ensure the continued

1 protection of human health and safety during the remediation of the Property. Clark County
2 shall record the Restrictive Covenant that describes those controls with the office of the Clark
3 County Auditor within thirty (30) calendar days of the transfer of the Early Transfer Parcel from
4 the Army to Clark County. Clark County shall provide Ecology with a copy of the recorded
5 Restrictive Covenant within thirty (30) calendar days of the recording date.

6 148. If additional institutional controls are required at the Property and a Restrictive
7 Covenant is established under this Decree that describes those controls, then the BCRRT LLC or
8 Clark County, based on ownership at that time, shall record the Restrictive Covenant with the
9 office of the Clark County Auditor in a timely manner. The Party that records the Restrictive
10 Covenant shall provide Ecology with a copy of the recorded Restrictive Covenant within thirty
11 (30) calendar days of the recording date.

12 **XX. PUBLIC PARTICIPATION**

13 149. A public participation plan is required for this Property. The BCRRT LLC shall
14 prepare and/or update the Public Participation Plan for the Property and submit a draft plan for
15 Ecology review and approval within sixty (60) calendar days of the effective date of this Decree.
16 The draft plan shall be subject to the review, comment, and approval process in Paragraph 116 of
17 this Decree.

18 150. Ecology shall maintain the responsibility for public participation at the Property.
19 However, Clark County and the BCRRT LLC shall cooperate with Ecology, and shall:

20 (A) If agreed to by Ecology, prepare drafts of public notices and fact sheets at
21 important stages of the remedial action, such as the submission of work plans, remedial
22 investigation/feasibility study reports, cleanup action plans, and engineering design reports. As
23 appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute
24 public notices of Ecology's presentations and meetings;

25 (B) Notify Ecology's project coordinator prior to the preparation of all press releases
26 and fact sheets, and before major meetings with the interested public and local governments.

1 Likewise, Ecology shall notify Clark County and the BCRRT LLC prior to the issuance of all
2 press releases and fact sheets, and before major meetings with the interested public and local
3 governments. For all press releases, fact sheets, meetings, and other outreach efforts by Clark
4 County and/or the BCRRT LLC that do not receive prior Ecology approval, Clark County and/or
5 the BCRRT LLC shall clearly indicate to its audience that the press release, fact sheet, meeting,
6 or other outreach effort was not sponsored or endorsed by Ecology;

7 (C) Upon reasonable advance notice, participate in public presentations on the
8 progress of the remedial action at the Property. Participation may be through attendance at
9 public meetings to assist in answering questions, or as a presenter; and

10 (D) In cooperation with Ecology, arrange and/or continue information repositories to
11 be located at the following locations:

- 12 (1) Department of Ecology
13 Toxics Cleanup Program
14 300 Desmond Dr.
15 Lacey, Washington
16 By appt: (360) 407-7224
17 www.wa.gov/ecology/tcp/cleanup.html
- 18 (2) Vancouver Mall Public Library
19 8700 NE Vancouver Mall Dr., Suite 205
20 Vancouver, Washington
21 Attn: Barbara Meisenheimer
22 Phone: (360) 892-8256

23 At a minimum, copies of all public notices, fact sheets, and press releases; quality assured
24 monitoring data; remedial action plans and reports; supplemental remedial planning documents;
25 and all other similar documents relating to performance of the remedial action required by this
26 Decree shall be promptly placed in these repositories.

XXI. ACCESS

151. Ecology or any Ecology authorized representatives shall have full authority to
enter and freely move about the Property at all reasonable times for the purposes of, *inter alia*:
inspecting records, operation logs, and contracts related to the work being performed pursuant to

1 this Decree; reviewing the BCRRT LLC's progress in carrying out the terms of this Decree;
2 conducting such tests or collecting such samples as Ecology may deem necessary; using a
3 camera, sound recording, or other documentary type equipment to record work done pursuant to
4 this Decree; and verifying the data submitted to Ecology by Clark County and/or the BCRRT
5 LLC. The BCRRT LLC shall make all reasonable efforts to secure access rights for those
6 portions of the Property not owned or controlled by Clark County or the BCRRT LLC where
7 remedial activities or investigations will be performed pursuant to this Decree. Ecology or any
8 Ecology authorized representative shall give reasonable notice before entering any portion of the
9 Property owned or controlled by Clark County or the BCRRT LLC unless an emergency
10 prevents such notice. Where access to the Property is restricted due to the presence of military
11 munitions, with reasonable prior notice Clark County or the BCRRT LLC shall supply sufficient
12 personnel trained in ordnance recognition and avoidance to enable Ecology or any Ecology
13 authorized representative to carry out the purposes of this Paragraph. All Parties with access to
14 the Property pursuant to this Paragraph shall comply with approved health and safety and
15 Explosive Safety plans. Ecology employees and their representatives shall not be required to
16 sign any liability release or waiver as a condition of Property access.

17 **XXII. SAMPLING AND DATA SUBMITTAL**

18 152. With respect to the implementation of this Decree, Clark County and/or the
19 BCRRT LLC shall make the results of all reconnaissance, sampling, laboratory reports, and/or
20 test results generated by them, or on their behalf, available to Ecology. Pursuant to WAC
21 173-340-840(5), Clark County and/or the BCRRT LLC shall submit those results in accordance
22 with Section XIV of this Decree and as follows:

23 (A) Within thirty (30) calendar days of the generation by Clark County and/or the
24 BCRRT LLC, or on their behalf, of any field or laboratory data, including any validated and
25 non-validated data, Clark County and/or the BCRRT LLC shall submit such data to Ecology.
26 The data shall include a list of hazardous substances analyzed for, but not detected. In

1 accordance with Ecology's Toxic Cleanup Program Policy 840 (Data Submittal Requirements),
2 the data shall be submitted in both printed and electronic formats and the electronic format shall
3 be compatible with Ecology's data management systems.

4 (B) If preliminary analysis of samples indicates a potential imminent and substantial
5 endangerment to public health, then Clark County and/or the BCRRT LLC shall notify Ecology
6 immediately.

7 153. If requested by Ecology, Clark County and/or the BCRRT LLC shall allow split
8 or duplicate samples to be taken by Ecology and/or its authorized representatives of any samples
9 collected by Clark County and/or the BCRRT LLC pursuant to the implementation of this
10 Decree. Clark County and/or the BCRRT LLC shall notify Ecology seven (7) calendar days in
11 advance of any sample collection or work activity at the Property. Ecology shall, upon request,
12 allow split or duplicate samples to be taken by Clark County and/or the BCRRT LLC or its
13 authorized representatives of any samples collected by Ecology pursuant to the implementation
14 of this Decree provided it does not interfere with Ecology's sampling. Ecology shall provide the
15 quality assured and quality controlled results of any sampling conducted by Ecology to Clark
16 County and the BCRRT LLC within fourteen (14) calendar days of receipt of same. Without
17 limitation on Ecology's rights under Section XXI of this Decree, Ecology shall endeavor to
18 notify Clark County and/or the BCRRT LLC prior to any sample collection activity unless an
19 emergency prevents such notice.

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

23 **XXIII. REPORTING OF ADDITIONAL RELEASES**

24 155. In accordance with WAC 173-340-300, Clark County and/or the BCRRT LLC
25 shall notify Ecology in writing of any discovery of any previously unidentified release, including
26 any previously unidentified area of military munitions, within thirty (30) calendar days of the

1 discovery. Any release discovered after the effective date of this Decree that requires remedial
2 action may be addressed as part of an existing RAU or as a separate RAU by agreement of the
3 Parties. Any such agreement will become an integral and enforceable part of this Decree upon
4 entry by the Court as an amendment to this Decree.

5 **XXIV. RETENTION AND SUBMITTAL OF RECORDS**

6 156. During the pendency of this Decree and for ten (10) years from the date this
7 Decree is no longer in effect as provided in Section XXXIII of this Decree, Clark County and/or
8 the BCRRT LLC shall preserve all records, reports, documents, and underlying data in its
9 possession relevant to the implementation of this Decree and shall insert a similar record
10 retention requirement into all contracts with project contractors and subcontractors. Upon
11 request of Ecology, Clark County and/or the BCRRT LLC shall make all records available to
12 Ecology and allow access for review within a reasonable time.

13 157. In accordance with WAC 173-340-850, Clark County and/or the BCRRT LLC
14 shall submit a copy of any requested records relevant to this Decree within thirty (30) calendar
15 days after receipt of Ecology's written request.

16 **XXV. ENDANGERMENT**

17 158. If, for any reason, Ecology determines that any activity being performed at the
18 Property is creating or has the potential to create a danger to human health or the environment,
19 Ecology may direct Clark County and/or the BCRRT LLC to cease such activities for such
20 period of time as it deems necessary to abate the danger. Clark County and/or the BCRRT LLC
21 shall immediately comply with such direction.

22 159. If, for any reason, Clark County and/or the BCRRT LLC determine that any
23 activity being performed at the Property is creating or has the potential to create a danger to
24 human health or the environment, they may cease such activities. Clark County and/or the
25 BCRRT LLC shall notify Ecology's project coordinator as soon as possible, but no later than
26 twenty-four (24) hours after making such determination or ceasing such activities. Upon

1 Ecology's direction, Clark County and/or the BCRRT LLC shall provide Ecology with
2 documentation of the basis for the determination or cessation of such activities. If Ecology
3 disagrees with Clark County's and/or the BCRRT LLC's cessation of activities, it may direct
4 them to resume such activities.

5 160. If Ecology concurs with or orders a work stoppage pursuant to this Section, Clark
6 County's and/or the BCRRT LLC's obligations with respect to the ceased activities shall be
7 suspended until Ecology determines the danger is abated, and the time for performance of such
8 activities, as well as the time for any other work dependent upon such activities, shall be
9 extended, in accordance with Section XI of this Decree, for such period of time as Ecology
10 determines is reasonable under the circumstances.

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

13 **XXVI. IMPLEMENTATION OF REMEDIAL ACTION**

14 162. If Ecology determines that Clark County and/or the BCRRT LLC have failed
15 without good cause to implement the remedial action, in whole or in part, then Ecology may,
16 after providing notice to and an opportunity to respond by Clark County and/or the BCRRT
17 LLC, perform any or all portions of the remedial action that remain incomplete. Ecology will
18 consider Clark County's and/or the BCRRT LLC's response prior to performing any or all
19 portions of the remedial action that remain incomplete. Clark County and/or the BCRRT LLC
20 must respond within seven (7) calendar days of receipt of Ecology's notice. If Ecology performs
21 all or portions of the remedial action because of Clark County's or the BCRRT LLC's failure to
22 comply with its obligations under this Decree, Clark County and/or the BCRRT LLC shall
23 reimburse Ecology for the costs of doing such work, provided that Clark County and/or the
24 BCRRT LLC are not obligated under this Section to reimburse Ecology for costs incurred for
25 work inconsistent with or beyond the scope of this Decree.
26

1 (B) Liability for damages to natural resources; and

2 (C) Liability of potentially liable persons other than Clark County and the BCRRT
3 LLC.

4 168. If factors not known to Ecology at the time of entry of the settlement agreement
5 are discovered and present a previously unknown threat to human health or the environment, the
6 Court shall amend this Covenant Not to Sue.

7 **B. Reopeners**

8 169. Ecology specifically reserves the right to institute legal or administrative action
9 against Clark County and/or the BCRRT LLC to require them to perform additional remedial
10 actions at the Property and to pursue appropriate cost recovery, pursuant to RCW 70.105D.050,
11 under the following circumstances:

12 (A) Upon Clark County's or the BCRRT LLC's failure to meet the requirements of
13 this Decree, including, but not limited to, failure of the remedial action to meet the cleanup
14 standards established pursuant to this Decree;

15 (B) Upon Ecology's determination that remedial action beyond the terms of this
16 Decree is necessary to abate an imminent and substantial endangerment to human health and the
17 environment;

18 (C) Upon the availability of new information regarding factors previously unknown
19 to Ecology, including the nature or quantity of hazardous substances at the Property, and
20 Ecology's determination, in light of this information, that further remedial action is necessary at
21 the Property to protect human health or the environment; or

22 (D) Upon Ecology's determination, based on new information and prior to the
23 issuance of a Notice of Completion for a RAU under Section XII of this Decree, that additional
24 remedial actions are necessary at that RAU to achieve cleanup standards within the reasonable
25 restoration time frame established pursuant to this Decree.

1 **XXIX. CONTRIBUTION PROTECTION UNDER MTCA**

2 170. With regard to claims for contribution against Clark County and/or the BCRRT
3 LLC, the Parties agree that Clark County and the BCRRT LLC are entitled to protection against
4 claims for contribution for matters addressed in this Decree as provided by RCW
5 70.105D.040(4)(d).

6 **XXX. CLAIMS AGAINST THE STATE**

7 171. Clark County and the BCRRT LLC hereby agree that they have no claim of right
8 to recover any costs accrued in implementing the remedial action required by this Decree from
9 the State of Washington or any of its agencies; and further, that they have no claim of right
10 against the State Toxics Control Account or any Local Toxics Control Account for any costs
11 incurred in implementing this Decree. Except as provided above, however, Clark County and
12 the BCRRT LLC expressly reserve their right to seek to recover any costs incurred in
13 implementing this Decree from any other potentially liable person.

14 **XXXI. INDEMNIFICATION**

15 172. Clark County agrees to indemnify and save and hold the State of Washington, its
16 employees, and agents harmless from any and all claims or causes of action for death or injuries
17 to persons or for loss or damage to property arising from or on account of acts or omissions of
18 Clark County, its officers, employees, agents, or contractors in entering into and implementing
19 this Decree. The BCRRT LLC agrees to indemnify and save and hold the State of Washington,
20 its employees, and agents harmless from any and all claims or causes of action for death or
21 injuries to persons or for loss or damage to property arising from or on account of acts or
22 omissions of the BCRRT LLC, its officers, employees, agents, or contractors in entering into and
23 implementing this Decree. However, Clark County and the BCRRT LLC shall not indemnify
24 the State of Washington nor save nor hold its employees and agents harmless from any claims or
25 causes of action arising out of the negligent acts or omissions of the State of Washington, or the
26 employees or agents of the State, in implementing the activities pursuant to this Decree.

1 **XXXII. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT**

2 173. This Decree has been the subject of public notice and comment under RCW
3 70.105D.040(4)(a). As a result of this process, Ecology has determined that:

4 (A) This Decree will yield substantial new resources to facilitate cleanup;

5 (B) This Decree will expedite remedial action consistent with the rules adopted under
6 MTCA; and

7 (C) Based on available information, the redevelopment or reuse of the Property is not
8 likely to contribute to any existing or threatened release at the Site, interfere with any remedial
9 action that may be needed at the Site, or increase health risks to persons at or in the vicinity of
10 the Site.

11 174. If the Court withholds or withdraws its consent to this Decree, it shall be null and
12 void at the option of any Party and the accompanying Complaint shall be dismissed without costs
13 and without prejudice. In such an event, no Party shall be bound by the requirements of this
14 Decree.

15 **XXXIII. DURATION OF THE DECREE AND RETENTION OF JURISDICTION**

16 175. The remedial program required pursuant to this Decree shall be maintained and
17 continued until the BCRRT LLC and Clark County have received written notification from
18 Ecology that the requirements of this Decree have been satisfactorily completed. This Decree
19 shall remain in effect until dismissed by this Court. When dismissed, Section XXVIII, Covenant
20 Not to Sue, and Section XXIX, Contribution Protection, shall survive.

21 176. This Decree shall remain in effect as to the BCRRT LLC until Ecology issues the
22 Notice of Completion for the Property under Section XII of this Decree, the BCRRT LLC
23 conveys the Early Transfer Parcel back to Clark County, and the BCRRT LLC is dismissed as a
24 Party to this Decree with Prejudice. When the BCRRT LLC is dismissed as a Party, Section
25 XXVIII, Covenant Not to Sue, and Section XXIX, Contribution Protection, shall survive.
26

1 **XXXIV. AMENDMENT OF THE DECREE**

2 177. This Decree may only be amended by a written stipulation among the Parties to
3 this Decree that is entered by the Court or by order of the Court. Such amendment shall become
4 effective upon entry by the Court. Agreement to amend shall not be unreasonably withheld by
5 any Party to the Decree.

6 178. Clark County and/or the BCRRT LLC shall submit any request for an amendment
7 to Ecology for approval. Ecology shall indicate its approval or disapproval in a timely manner
8 after the request for amendment is received. If the proposed amendment represents a substantial
9 change, Ecology will provide public notice and opportunity for comment. Reasons for
10 disapproval of a proposed amendment shall be stated in writing. If Ecology does not agree to a
11 proposed amendment, the disagreement may be addressed through the dispute resolution
12 procedures described in Section XVI of this Decree.

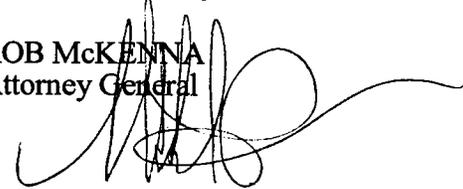
13 **XXXV. EFFECTIVE DATE OF THE DECREE**

14 179. This Decree is effective upon the date it is entered by the Court.

15 STATE OF WASHINGTON
16 DEPARTMENT OF ECOLOGY

15 ROB McKENNA
16 Attorney General

17 



18 JIM PENDOWSKI
19 Program Manager
20 Toxics Cleanup Program

MICHAEL L. DUNNING, WSBA #29452
Assistant Attorney General

21 Date: 10/10/06

Date: 10/10/06

22 CLARK COUNTY

23 MARC BOLDT, Chair
24 Board of County Commissioners

E. BRONSON POTTER, WSBA #9102
Attorney for Clark County

25 Date: 10/12-06

Date: 10/11/06

1 BONNEVILLE CONSERVATION,
2 RESTORATION, AND RENEWAL
3 TEAM LLC



4 MICHAEL GAGE, President and CEO

5 Date: 10-10-06

6
7 ENTERED this 10th day of Oct 2006.

8
9 /s/ ROBERT A. LEWIS

10 JUDGE
11 Clark County Superior Court

12
13 F:\DUNNING\CLEANUP SITES\MY SITES\CAMP BONNEVILLE\PPCD FINAL

Exhibit A

Regional Map

**PROSPECTIVE PURCHASER CONSENT
DECREE RE: CAMP BONNEVILLE**

**ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
FAX (360) 586-6760**

REGIONAL MAP

Camp Bonneville

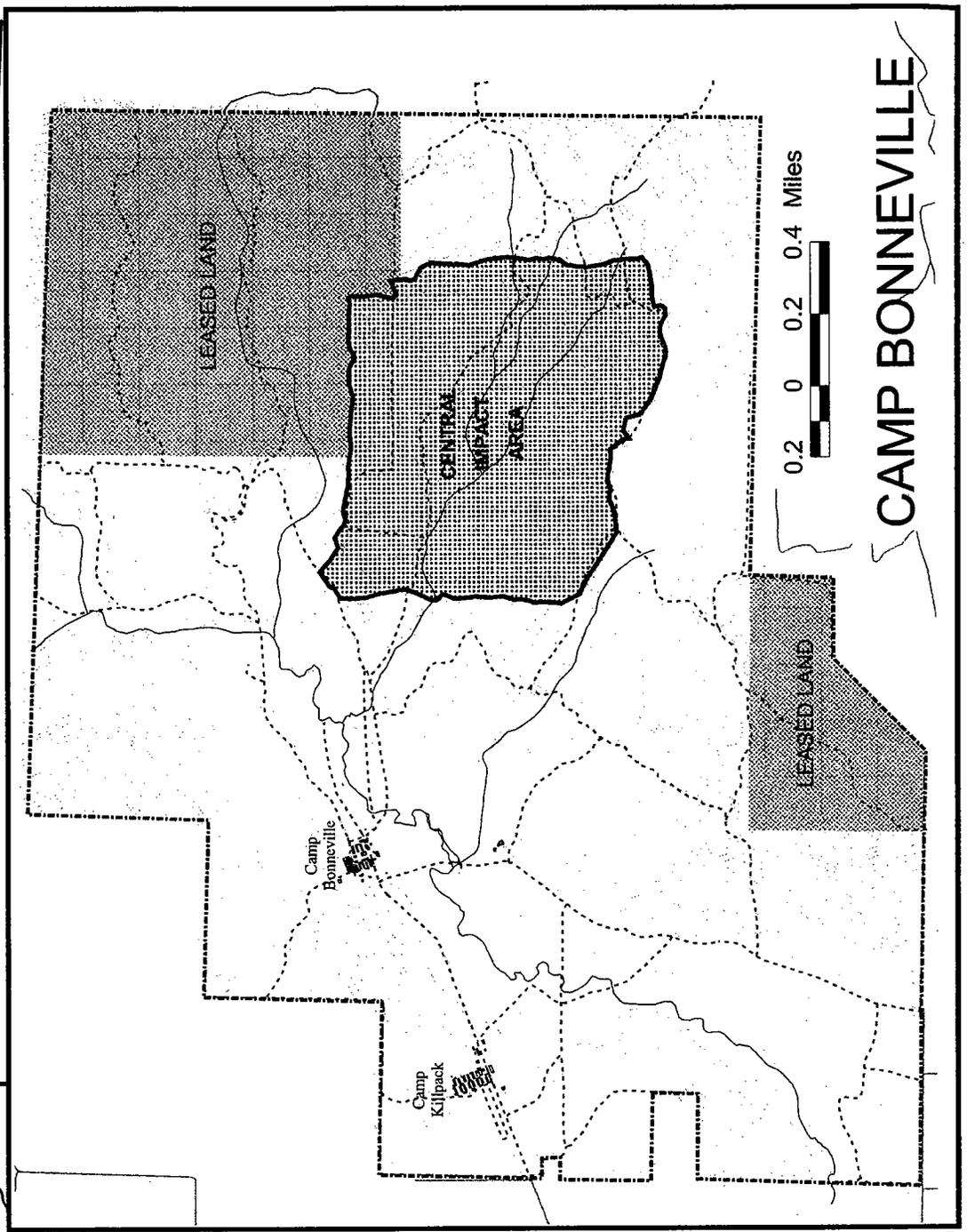
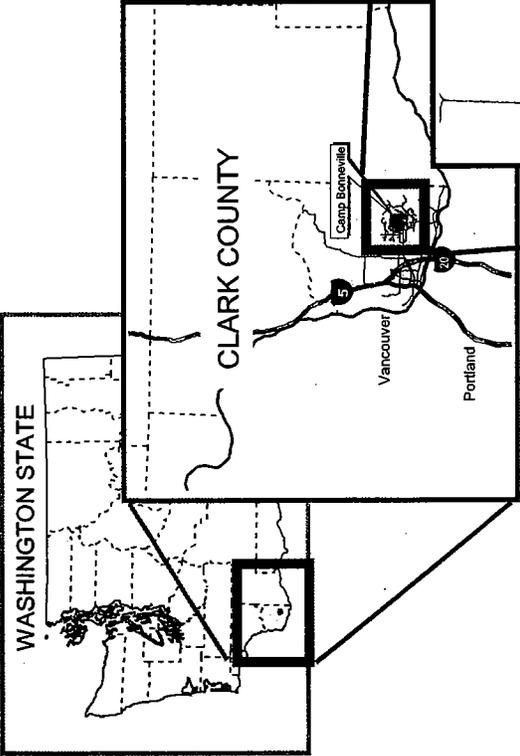


Exhibit B

Map of RAU 1

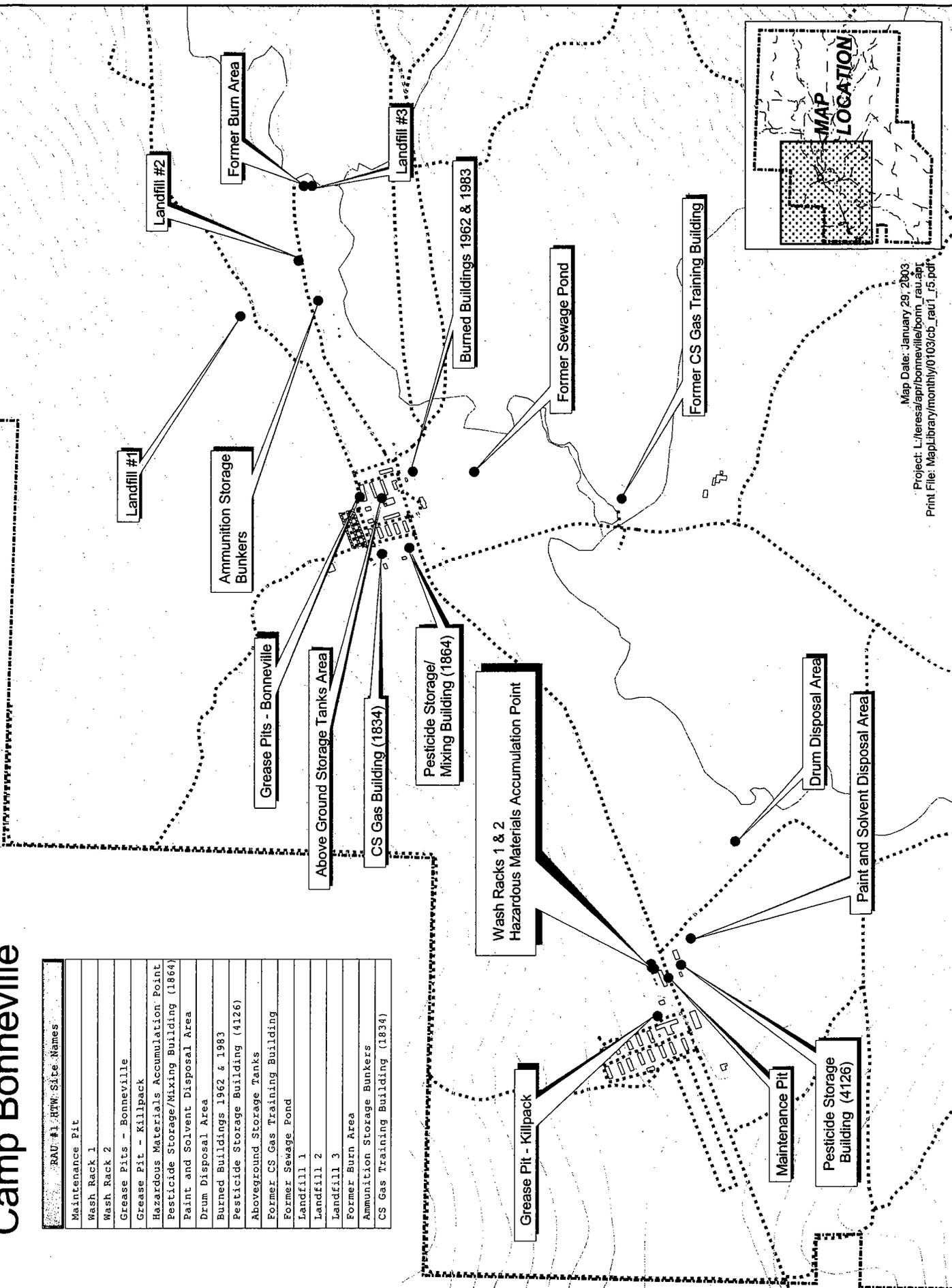
PROSPECTIVE PURCHASER CONSENT
DECREE RE: CAMP BONNEVILLE

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
FAX (360) 586-6760

REMEDIAL ACTION UNIT #1

Camp Bonneville

RAU #1 RTW Site Names
Maintenance Pit
Wash Rack 1
Wash Rack 2
Grease Pits - Bonneville
Grease Pit - Killpack
Hazardous Materials Accumulation Point
Pesticide Storage/Mixing Building (1864)
Paint and Solvent Disposal Area
Drum Disposal Area
Burned Buildings 1962 & 1983
Pesticide Storage Building (4126)
Aboveground Storage Tanks
Former CS Gas Training Building
Former Sewage Pond
Landfill 1
Landfill 2
Landfill 3
Former Burn Area
Ammunition Storage Bunkers
CS Gas Training Building (1834)



Map Date: January 29, 2003
 Project: L:\eresal\pr\bonneville\boom_rau1.dwg
 Print File: MapLibrary\month\0103\cb_rau1_r5.pdf

Exhibit C

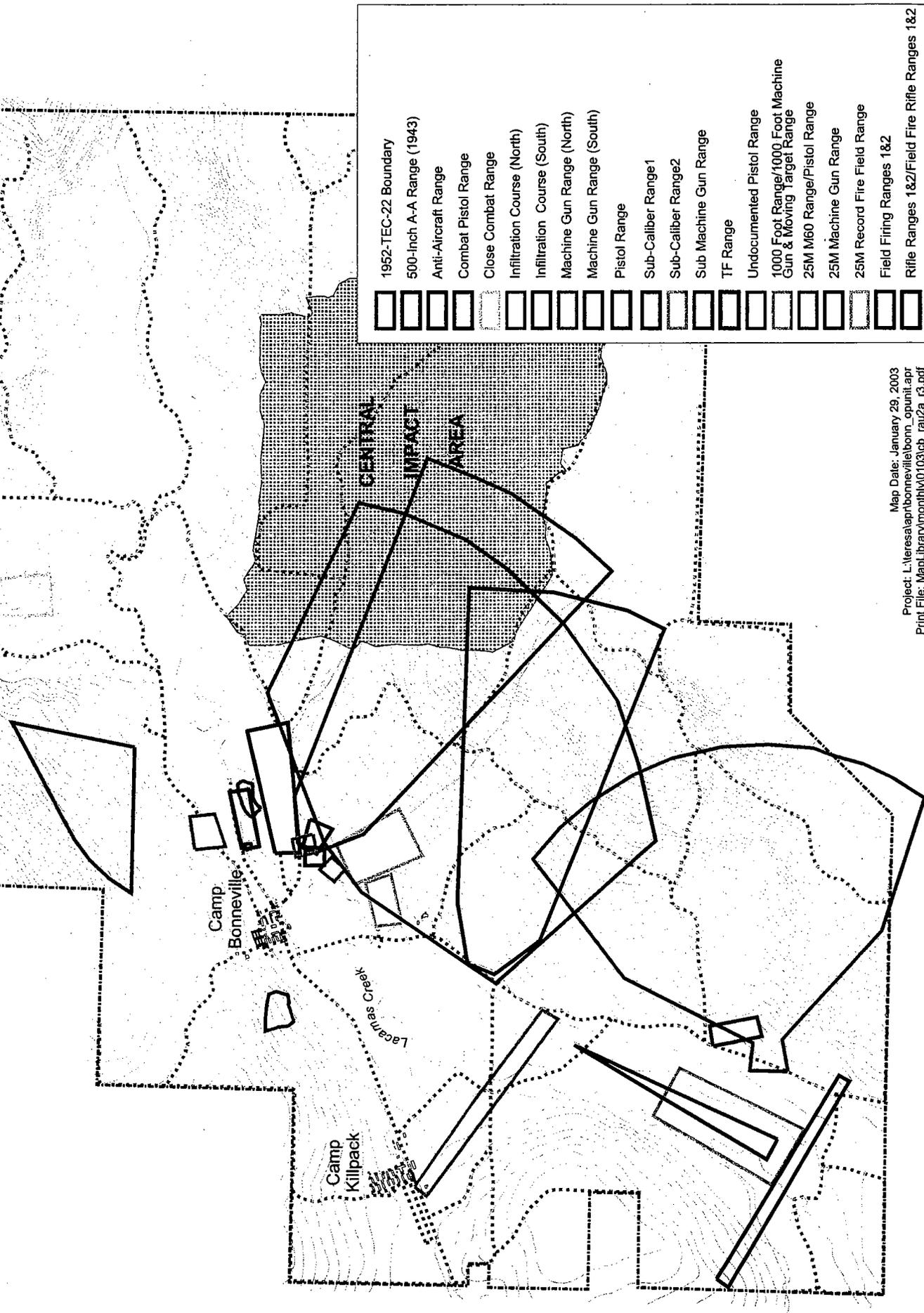
Map of RAU 2A

PROSPECTIVE PURCHASER CONSENT
DECREE RE: CAMP BONNEVILLE

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
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REMEDIAL ACTION UNIT #2A

Camp Bonneville



	1952-TEC-22 Boundary
	500-Inch A-A Range (1943)
	Anti-Aircraft Range
	Combat Pistol Range
	Close Combat Range
	Infiltration Course (North)
	Infiltration Course (South)
	Machine Gun Range (North)
	Machine Gun Range (South)
	Pistol Range
	Sub-Caliber Range1
	Sub-Caliber Range2
	Sub Machine Gun Range
	TF Range
	Undocumented Pistol Range
	1000 Foot Range/1000 Foot Machine Gun & Moving Target Range
	25M M60 Range/Pistol Range
	25M Machine Gun Range
	25M Record Fire Field Range
	Field Firing Ranges 1&2
	Rifle Ranges 1&2/Field Fire Rifle Ranges 1&2

Exhibit D

Map of RAU 2B

PROSPECTIVE PURCHASER CONSENT
DECREE RE: CAMP BONNEVILLE

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REMEDIAL ACTION UNIT #2B

Camp Bonneville

Camp Bonneville

Camp Killpack

Lacamas Creek

4 Wells

Demo Area #2

Demo Area #3

GAS PIPELINE

CENTRAL
IMPACT
AREA

MAP
LOCATION

Exhibit E

Map of RAU 2C

PROSPECTIVE PURCHASER CONSENT
DECREE RE: CAMP BONNEVILLE

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REMEDIAL ACTION UNIT #2C

Camp Bonneville

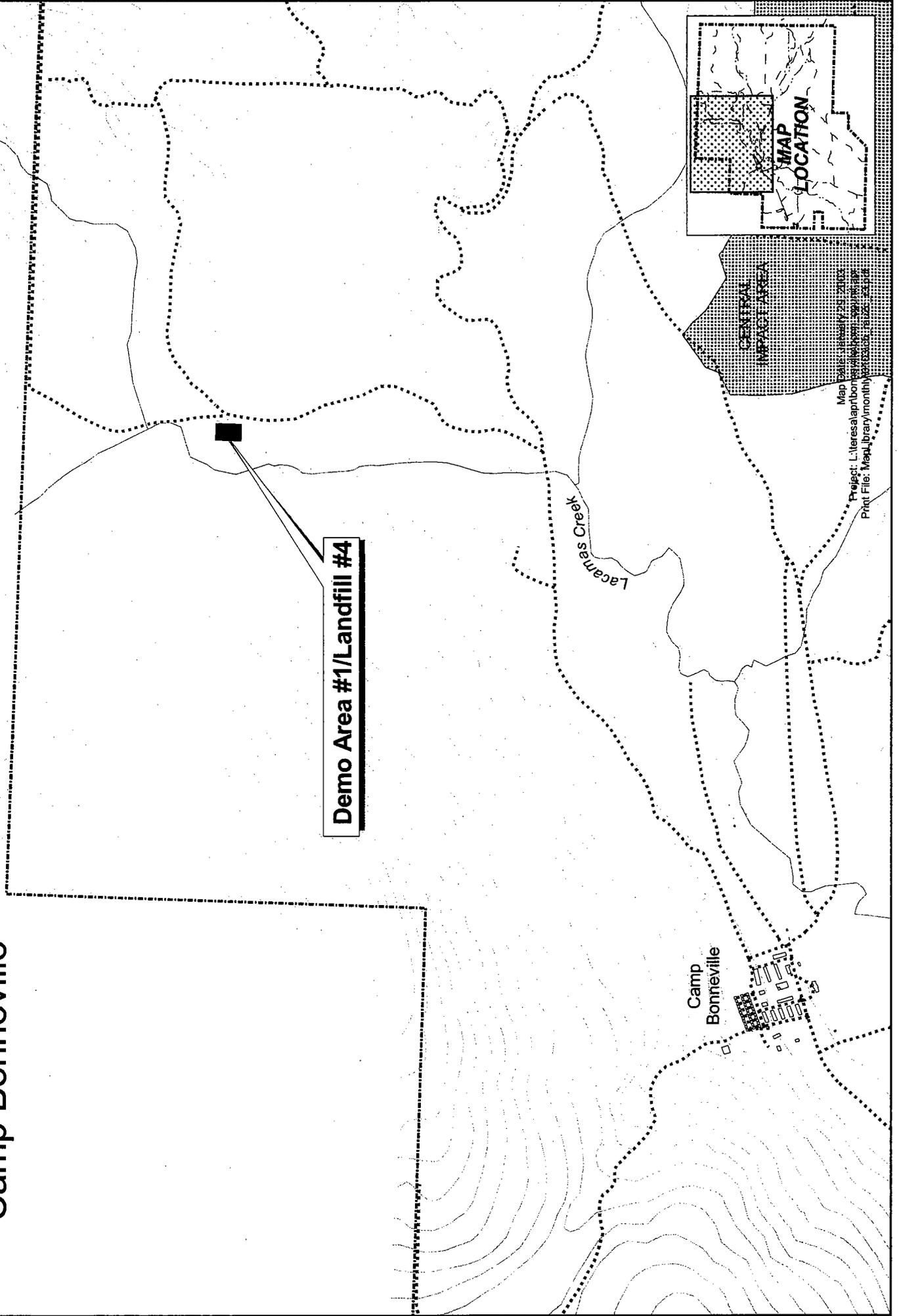


Exhibit F

Map of RAU 3

**PROSPECTIVE PURCHASER CONSENT
DECREE RE: CAMP BONNEVILLE**

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Olympia, WA 98504-0117
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REMEDIAL ACTION UNIT #3

Site-Wide UXO Hazard

Camp Bonneville

- | | |
|---|------------------------|
|  | Artillery Firing Point |
|  | Artillery Safety Fan |
|  | Mortar Firing Point |
|  | Mortar Safety Fan |

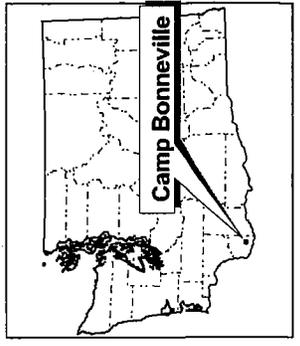
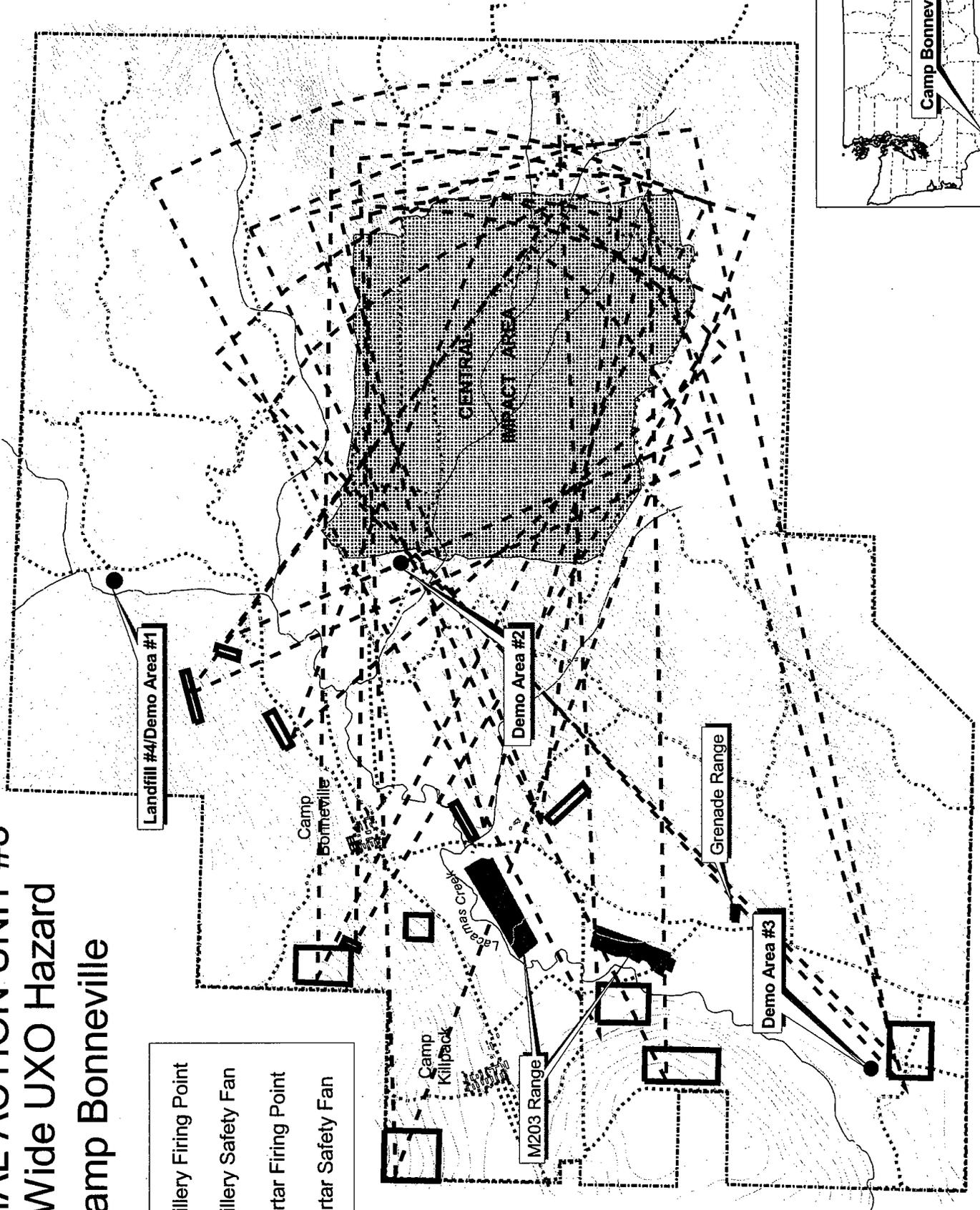


Exhibit G

Legal Description of Property

**PROSPECTIVE PURCHASER CONSENT
DECREE RE: CAMP BONNEVILLE**

**ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
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LEGAL DESCRIPTION OF PROPERTY

A parcel of land located in Sections 34 and 35 of Township 3 North, Range 3 East of the Willamette Meridian, and in Sections 1, 2, 3, and 10 of Township 2 North, Range 3 East of the Willamette Meridian, all in Clark County, Washington, more particularly described as follows:

BEGINNING at a 3 inch aluminum cap marking the southwest corner of Section 34 Township 3 North, Range 3 East, Willamette Meridian; thence South $88^{\circ} 25' 57''$ East, 2,635.07 feet along the south line of the southwest quarter (SW $\frac{1}{4}$) of said Section 34 to a $\frac{3}{4}$ inch aluminum cap marking the south quarter corner of said Section 34; thence North $02^{\circ} 00' 17''$ East, 2,648.35 feet along the west line of the southeast quarter (SE $\frac{1}{4}$) of said Section 34 to a $\frac{1}{2}$ inch iron rod with yellow plastic cap marked "Hart 12974" marking the center of said Section 34 per that record of survey recorded in book 39 of Surveys at page 34, Records of Clark County, Washington; thence South $88^{\circ} 11' 19''$ East, 2,643.06 feet along the north line of the southeast quarter (SE $\frac{1}{4}$) of said Section 34 to the east quarter corner of said Section 34, as calculated per that Record of Survey recorded in Book 21 of Surveys, at Page 132, Records of Clark County, Washington; thence North $02^{\circ} 11' 12''$ East, 2,637.25 feet along the west line of the northwest quarter (NW $\frac{1}{4}$) of Section 35 to a 3 inch brass cap marking the northwest corner of said Section 34, being also the northeast corner of Section 35, Township 3 North, Range 3 East; thence South $88^{\circ} 07' 36''$ East, 2,644.51 feet along the north line of the northwest quarter (NW $\frac{1}{4}$) of said Section 35 to a $\frac{3}{4}$ inch aluminum cap marking the north quarter corner of said Section 35; thence South $88^{\circ} 07' 57''$ East, 2,644.52 feet to the northeast corner of said Section 35, said corner having a witness corner marked by a 3 inch brass cap bearing North $02^{\circ} 13' 29''$ East, 5.00 feet, as set per that Record of Survey recorded in Book 21 of Surveys, at Page 132, Records of Clark County, Washington; thence South $02^{\circ} 13' 29''$ West, 5,196.56 feet along the east line of said Section 35, to a 3 inch brass cap marking the southeast corner of said Section 35, being also the southwest corner of Section 36, Township 3 North, Range 3 East, as calculated per that Record of Survey recorded in Book 21 of Surveys, at page 132, records of Clark County, Washington; thence South $89^{\circ} 00' 11''$ East, 5,286.83 feet along the south line of said Section 36, to a 3 inch brass cap marking the southeast corner of said Section 36, being also the northeast corner of Section 1, Township 2 North, Range 3 East; thence South $01^{\circ} 10' 01''$ West, 5,302.22 feet along the east line of said Section 1, to a 3 inch brass cap marking the southeast corner of said Section 1; thence North $88^{\circ} 46' 24''$ West, 5,266.51 feet along the south line of said Section 1, to a $\frac{1}{2}$ inch iron rod with yellow plastic cap marked "TBH PLS 10920" marking the southwest corner of said Section 1, per that Record of Survey recorded in Book 21 of Surveys, at Page 95, Records of Clark County, Washington, being also the southeast corner of Section 2, Township 2 North, Range 3 East; thence North $88^{\circ} 31' 25''$ West, 2,637.03 feet along the south line of the southeast quarter (SE $\frac{1}{4}$) of said Section 2, to a $\frac{7}{8}$ inch drill shaft marking the south quarter corner of said Section 2; thence North $88^{\circ} 40' 34''$ West, 2,621.18 feet to a $\frac{3}{4}$ inch aluminum cap marking the southwest corner of said Section 2, being also the northeast corner of Section 10, Township 2 North, Range 3 East; thence South $01^{\circ} 25' 00''$ West, 2,640.69 feet to a $\frac{3}{4}$ inch aluminum cap marking the east quarter corner of said Section 10; thence North $89^{\circ} 15' 33''$ West, 5,294.16 feet along the south line of the North half (N $\frac{1}{2}$) of said Section 10 to a $\frac{3}{2}$ inch brass cap marking the west quarter corner of said Section 10; thence North $01^{\circ} 27' 42''$ East, 2,641.85 feet along the west line of the northwest quarter (NW $\frac{1}{4}$) of said Section 10 to a $\frac{1}{4}$ inch iron pipe marking the northwest corner of said Section 10, being also the southwest corner of Section 3, Township 2 North, Range 3 East, per that Record of Survey recorded in Book 17 of Surveys, at Page 87, Records of Clark County, Washington; thence North $00^{\circ} 52' 55''$ East, 2,650.31 feet along the west line of the southwest quarter (SW $\frac{1}{4}$) of said Section 3, to a $\frac{3}{4}$ inch iron pipe marking the west quarter corner of said Section 3, per said Record of Survey in Book 17 of Surveys, at Page 87; thence North $00^{\circ} 52' 57''$ East, 2,671.49 feet to the northwest corner of said Section 3, being also the southwest corner of Section 34, Township 3 North, Range 3 East and the **POINT OF BEGINNING**.

EXCEPT the north half of the southwest quarter of the southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 3, Township 3 North, Range 3 East, Willamette Meridian, per that Record of Survey recorded in Book 23 of Surveys, at Page 91, Records of Clark County, Washington.

ALSO EXCEPT that tract of land conveyed to the Public, by Quit Claim Deed recorded under Auditor's File Book 24, Page 223 on August 29, 1894, in Clark County, Washington, being a portion of the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 3, Township 2 North, Range 3 East, of the Willamette Meridian, described as follows:

BEGINNING at the southwest corner of the northwest quarter (NW $\frac{1}{4}$) of said Section 3; thence east along the south line of said northwest quarter (NW $\frac{1}{4}$), 330 feet (20 rods); thence north parallel with the west line of said northwest quarter (NW $\frac{1}{4}$), 264 feet (16 rods); thence west parallel with the south line of said northwest quarter (NW $\frac{1}{4}$), 330 feet (20 rods), to the west line of northwest quarter (NW $\frac{1}{4}$) of Section 3; thence south along said west line 264 feet (16 rods), to the **POINT OF BEGINNING**.

ALSO EXCEPT any portion lying within the right of way of Northeast 232nd Avenue, and

ALSO EXCEPTING any portion lying within the right of way of Northeast 68th Street.

This description contains 3,013 acres, more or less.

This description based on survey performed by Clark County, Washington 15 May 2006 as recorded in Book 56 of Surveys, at page 007, Records of Clark County, Washington. The Basis of Bearing is the south line of the southwest quarter of Section 34, Township 3 North, Range 3 East, Willamette Meridian, being held as South 88° 25' 57" East and distances are based on grid distances with a combined factor of 1.0000365 to obtain ground distances. Survey is based on the Washington State Plane Coordinate System, South Zone, NAD83/91 Adjustment.

Exhibit H

Conceptual Remedial Action Plan

PROSPECTIVE PURCHASER CONSENT
DECREE RE: CAMP BONNEVILLE

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
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CONCEPTUAL REMEDIAL ACTION PLAN

OVERVIEW

As part of the CERCLA, early transfer process described in Section VI.A of the Decree, the U.S. Department of the Army (Army) and Clark County, Washington (Clark County), along with the Bonneville Conservation, Restoration, and Renewal Trust LLC (BCRRT LLC), negotiated an Environmental Services Cooperative Agreement (ESCA) that provides funding for the investigation and cleanup of the Property after the conveyance of the Early Transfer Parcel. To enable the Army and Clark County to estimate the potential cost of that investigation and cleanup, the Parties to the Decree jointly developed this Conceptual Remedial Action Plan. This plan generally describes the additional remedial actions that may be required at the Property under chapter 173-340 WAC, based on the information that was available from Washington State Department of Ecology (Ecology) and the Army at the time the Decree was entered. The Conceptual Remedial Action Plan does not represent the final decision of Ecology with respect to the investigation and cleanup of the Property and is not a Cleanup Action Plan as described in WAC 173-340-360. The schedules for development of the necessary remedial action plans and reports, and opportunities for public participation, are set forth in Section X of the Decree. If terms used in this Conceptual Remedial Action Plan are defined in Section IV of the Decree, the definition in the Decree shall apply.

REMEDIAL ACTION UNIT 1 (RAU 1)

RAU 1 is defined in Section VIII of the Decree. The remedial actions undertaken prior to entry of the Decree are described in Section IX of the Decree. The remedial actions to be undertaken at RAU 1 are set forth in Section X of the Decree.

For RAU 1, the restrictive covenants required under the Cleanup Action Plan will be developed and recorded.

REMEDIAL ACTION UNIT 2A (RAU 2A)

RAU 2A is defined in Section VIII of the Decree. The remedial actions undertaken at RAU 2A prior to entry of the Decree are described in Section IX of the Decree. The remedial actions to be undertaken at RAU 2A are set forth in Section X of the Decree. The following is the conceptual remedial action plan for RAU 2A.

Soil quantities and current contamination levels are based on information provided by the Army. More specifically, the "Summary of HTW Sites – Expected Actions for Remediation and Site Closure" package served as an important source of soil volume information. The BCRRT LLC will remediate down to 50 ppm, which is based on protection of ecological receptors. Estimated soil volumes and contamination levels data for any work plan development would have to come from the final RI/FS Report for RAU 2A.

The approach to soil remediation will have multiple phases. First, the area surrounding the firing ranges will be cleared of brush and surfaced cleared for Munitions and Explosives of Concern (MEC) with step outs as required by MEC discovery. Second, all soil excavated from firing berms and support areas will be sieved to remove bullets and bullet fragments. Third, for soil volumes where the remaining lead levels are moderate, on-property chemical treatment will be used to stabilize lead in a non-soluble form, leaving residual soluble lead concentrations below the 50 ppm standard. Finally, the remaining soils having the highest lead concentrations will be excavated and transported off-property for disposal in a permitted hazardous waste landfill.

Firing range berms when excavated will not be replaced. The location will be re-graded to match existing grades and restored with Clark County approved seed mix. All excavations will be backfilled with clean fill and similarly restored. Soil processed as part of the remediation process that meets Ecology standards will be made available to Clark County for future reuse. Lead stabilization processing shall be accomplished if required by County or State regulations.

UXO technicians will use instruments to insure that any unfired or discarded small arms ammunition is recovered and properly disposed. UXO technicians will investigate support structures, such as wood firing platforms prior to their demolition. Please note that a detailed Work Plan with adequate performance and compliance monitoring process acceptable to Ecology and open to public comments will be finalized before this work plan could be implemented.

REMEDIAL ACTION UNIT 2B (RAU 2B)

RAU 2B is defined in Section VIII of the Decree. The remedial actions undertaken at RAU 2B prior to entry of the Decree are described in Section IX of the Decree. The remedial actions to be undertaken at RAU 2B are set forth in Section X of the Decree.

For RAU 2B, the draft final Remedial Investigation Report will be submitted to public comment and finalized.

REMEDIAL ACTION UNIT 2C (RAU 2C) and SITE-WIDE GROUND WATER

RAU 2C is defined in Section VIII of the Decree. The remedial actions undertaken at RAU 2C prior to entry of the Decree are described in Section IX of the Decree. The remedial actions to be undertaken at RAU 2C are set forth in Section X of the Decree. The following is the conceptual remedial action plan for addressing ground water contamination at RAU 2C and throughout the remainder of the Property.

A. GROUND WATER INVESTIGATION (Cleanup Obligation)

Ground water monitoring is currently being conducted at the former locations of Landfill 4/Demo Area 1, Demo Area 2, and Demo Area 3 and at those portions of the Property

perimeter identified as down-gradient in ground water flow terms from the former location of Landfill 4/Demo Area 1. Year one sampling of the long-term monitoring program required for Landfill 4/Demo Area 1 will be completed prior to transfer.

A draft Supplemental Ground Water Remedial Investigation Work Plan for RAU 2C and RAU 3 will be developed and implemented. That Work Plan is expected to include continued sampling of the boundary wells, as well as those wells at Demo Area 3 and Landfill 4/Demo Area 1. Sampling at three of the wells located at Demo Area 2 may be eliminated.

B. GROUND WATER CLEANUP (Cleanup Obligation)

1. Performance Monitoring Plan

The Cleanup Action Plan for RAU 2C will include a performance monitoring plan that will implement the selected cleanup action for the ground water. Under that monitoring plan, it is expected that the eleven wells surrounding Landfill 4/Demo Area 1 will continue to be sampled on quarterly basis until a clear and consistent decreasing trend of all contaminants of interest can be established over a period of four consecutive quarters. After that, the sampling frequency may be reduced to semi-annually for the next three years. If the decreasing trend continues, the sampling frequency may further be reduced to annually and will continue on annual basis until compliance with MTCA is achieved for all contaminants of interest. The remaining thirteen wells will be sampled on an annual basis in years 2 through 10. At the end of year 10, if a decreasing trend of all contaminants of interest continues in landfill 4 wells and no contaminants have been detected in any of these thirteen wells, then the sampling frequency may be reduced to once per five years and will continue at this frequency until compliance with MTCA is achieved.

2. Contingency Plan

The Cleanup Action Plan for RAU 2C will also include a contingency plan that will be implemented if the performance monitoring results indicate that the selected cleanup action for the ground water is insufficient to achieve MTCA cleanup standards within a reasonable restoration time frame. The plan must take into account the current groundwater conditions at Landfill 4/Demo Area 1 and the remote possibility of increasing contaminant levels.

C. LONG-TERM CONFIRMATIONAL MONITORING (Long-Term Obligation)

If needed, a Long-Term Operation and Maintenance Plan for RAU 2C that includes confirmational monitoring will be developed and implemented to ensure that ground water contaminant levels do not increase after cleanup standards have been achieved.

REMEDIAL ACTION UNIT 3 (RAU 3)

RAU 3 is defined in Section VIII of the Decree. The remedial actions undertaken at RAU 3 prior to entry of the Decree are described in Section IX of the Decree. The remedial actions to be undertaken at RAU 3 are set forth in Section X of the Decree. The following is the conceptual remedial action plan for RAU 3.

A. EMERGENCY ACTIONS – PERIMETER FENCE LINES AND SIGNAGE

The following provides an overview of the institutional controls to be implemented as soon as possible following the transfer of the Early Transfer Parcel from the Army to Clark County.

1. Property Perimeter Fence Line.

As described in Section X.C of the Decree, conduct brush clearing and surface clearance of MEC within 10 feet of the interior of the Property perimeter fence line. If an item of MEC is found within a grid of the designated clearance area, then remediate that item. If either an item of MEC or a pattern of similar forensic evidence of a particular type of military munitions is found within a boundary grid, then also conduct step-out clearance as defined in Section IV of the Decree. The step-out grid(s) for this action shall be 100-feet by 100-feet and shall be surface cleared. If a step-out grid extends beyond the boundary of the Property, the BCRRT LLC shall notify Ecology and the Army. As data is collected during the surface clearance, the Anomalies Selection Board (ASB), which is defined in Section IV of the Decree, shall determine whether detected surface and subsurface anomalies should be further investigated and remediated.

Brush clearance will start as soon as possible after transfer and will involve MEC avoidance procedures (“Construction Support”). MEC clearance and disposal will be commenced after the Explosive Safety Submission is approved by the appropriate Department of Defense agency.

2. Central Impact Target Area (CITA) Perimeter Fence Line.

As described in Section X.C of the Decree, conduct brush clearing and surface clearance of MEC within 10 feet of the interior of the CITA perimeter fence line. If an item of MEC is found within a grid of the designated clearance area, then remediate that item. If an item of MEC or a pattern of similar forensic evidence of a particular type of military munitions is found within a boundary grid, then also conduct step-out clearance as defined in Section IV of the Decree. The step-out grid(s) for this action shall be 100-feet by 100-feet and shall be surface cleared. As data is collected during the surface clearance, the Anomalies Selection Board (ASB), which is defined in Section IV of the Decree, shall

determine whether detected surface and subsurface anomalies should be further investigated and remediated.

3. Property Perimeter and CITA Perimeter Fencing and Signage.

As described in Section X.C of the Decree, following MEC clearance of the Property perimeter and CITA perimeter, repair and/or replace the perimeter fencing and install new signs on the fence at 50-foot intervals.

B. INTERIM ACTIONS – ROADS AND TRAILS

Along the approximately 40 miles of roads and trails found within the Property, MEC surface clearance, with vegetation removal, will be conducted on a buffer zone extending 20 feet from the road edge on both sides of the road. Actual clearance of the roads will not be done due to their long term use and as a result of regular road maintenance activities, including grading, cut and fill. Buffer zones will be surface cleared because the roads and trails represent a high use area throughout the area whether for the public or county rangers and maintenance personnel.

If an item of MEC or a pattern of similar forensic evidence of a particular type of military munitions is found within a boundary grid, then also conduct step-out clearance as defined in Section IV of the Decree. The step-out grid(s) shall be surface cleared. As data is collected during the surface clearance, the Anomalies Selection Board (ASB), which is defined in Section IV of the Decree, shall determine whether detected surface and subsurface anomalies should be further investigated and remediated.

C. FINAL ACTIONS

1. REUSE CONSTRUCTION

- a. Under Clark County's Reuse Plan, Clark County is contemplating the following new construction as part of the proposed Regional County Park:
 - (1) Camp Killpack;
 - (2) Rustic Retreat Center;
 - (3) Amphitheater Construction;
 - (4) Amphitheater Area.
- b. To allow for the future construction of proposed regional park facilities, an allowance for subsurface clearance of the "footprints" of these facilities has been developed. Also, construction support MEC avoidance will be required for deeper intrusions such as footers, borings, or utility trenches deeper than 2'.
- c. Step-out clearance procedures will apply to all clearance work.

2. FIRING POINTS

- a. Digital Geophysical Mapping (DGM) will be conducted at all firing points to investigate for potential buried munitions. All DGM will be reviewed and anomalies to be investigated shall be selected by the ASB, described below. The DGM will require brush clearance of the firing points.
- b. Step-out clearance procedures will apply to all clearance work.

3. DEMO AREAS

- a. Demo Area 1: Surface clearance of 500' x 500' grid at center and a 100' x 200' grid where MEC was found in the area south of the Demo 1 (possible kick out).
- b. Demo Area 2: Surface clearance of 500' x 500' grid at center of Demo Area 2 (RAU 2B).
- c. Demo Area 3: Surface clearance of 500' x 500' grid at center of Demo Area 3 (RAU 2B).
- d. All surface clearance will include brush removal and use step-out clearance procedures.

4. TARGET AREAS

- a. 2.3" Rocket Range, 3.5" Rocket Range: Surface clearance will be conducted.
- b. Rifle grenade range, hand grenade range: Surface clearance will be conducted.
- c. 25 meter and Machine gun range: No additional clearance, subject to institutional controls.
- d. Surface clearance is necessary in the four ranges that used live ordnance and they are in or adjacent to high use areas.
- e. In addition to the MEC related activities detailed here, soil sampling for explosives residue will be conducted in the CITA in accordance with the approved work plan prepared for this activity by the Army and approved by Ecology.
- f. M203 Range QA Validation. This area has been cleared previously, but some questions remain regarding the efficacy of that effort. This activity includes Quality Assurance validation of approximately 20% of the former 10-acre M203 range to ensure the accuracy of previous MEC investigations related to this range.
- g. Step-out clearance procedures will apply to all clearance work.

5. CENTRAL VALLEY AREA

- a. This area will be surface cleared except where areas have been identified for other clearance actions. Specific reuse areas that involve some level of intrusive activity will be frost depth (i.e., 14" bgs) cleared, such as tent camping areas.

- b. Step-out clearance procedures will apply to all clearance work.

6. WETLAND AREA AND ENVIRONMENTAL STUDY AREA

- a. A helicopter magnetometer survey will be conducted of the Wetland area adjacent to Lacamas Creek. Following analyses of the survey data, surface reconnaissance and/or intrusive investigation may be conducted of any anomalous grouping or anomaly areas of interest. This will be decided by the ASB, described below, upon review of the collected data. Helicopter borne instruments will allow a good look at wetlands and shallow water areas without intrusive and potentially destructive activity.
- b. The Environmental Study Area will be surface cleared.
- c. Step-out clearance procedures will apply to all clearance work.

7. DENSE VEGETATION, MODERATE SLOPE

- a. A total of 146 acres of the 600 acres, or approximately 24%, of the area classified as having dense vegetation and moderate slopes will be surface cleared. That acreage includes surface clearance of roads and trails, the perimeter fence line, Demos 2 and 3, firing points, etc. In addition, four 10-foot wide transects oriented North and South and another four oriented East and West will be spaced at 500-foot intervals in former Training areas 4, 5 and 12 will be further investigated and surface cleared.
- b. Step-out clearance procedures will apply to all clearance work.

8. CENTRAL IMPACT TARGET AREA:

- a. Brush removal and surface clearance of a work road to remove the estimated 13 "hard" targets. The work road would be extended to provide a loop for future controlled access. The estimate for the brush clearance for the work road for the CITA is 10 acres.
- b. Surface clearance of 200' x 200' grids around each hard target with clearance to frost depth (14" bgs) for anomalies.
- c. Step-out clearance procedures will apply to all clearance work.

9. WILDLIFE MANAGEMENT AREA:

Roads, trails and fence line clearance as discussed above. Construction support of activities such as forest management or fire suppression logging will be provided throughout the period BCRRT LLC holds the Early Transfer Parcel.

RELATED ACTIONS

A. STEP OUT PROCEDURES

1. Step-out clearance” means, as defined in Section IV of the Decree, that if an item of MEC or similar forensic evidence of a particular type of military munitions is found within a boundary grid of a designated clearance area, then the clearance area shall be expanded (stepped-out) by adding new grid(s) adjacent to the grid of concern and the new grid(s) shall be cleared. If a new grid extends beyond the Property perimeter fence line, then that grid shall only be cleared up to, but not beyond, that fence line and Ecology and the Army shall be notified. This adaptive management process shall continue as long as MEC or forensic evidence of a particular type of military munitions continues to be found in a boundary grid.

Step-out clearance will be used to insure that what appear to be isolated discoveries of MEC are not, in fact, evidence of additional areas of concern (e.g., firing points or target areas). Any work required beyond the Property perimeter fence line is an Army retained condition.

2. Any unused “step-out allowance” will be applied to additional surface clearance in the border areas between the valley floor and the medium access/steep slope areas for an additional buffer zone.

B. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC) SUPPORT SERVICES

1. Construction support services will be supplied for soils and water-sampling operations, base operations, repair and maintenance activities such as utility trenching, and related support services throughout the project. Prior to commencement of construction support for vegetation clearance on perimeter fences as required for the Emergency Actions specified above for RAU 3, the contractor will have in place and submit copies to Ecology a Health and Safety Plan and operation’s specific standard operating procedures.
2. BCRRT LLC will develop and implement a rigorous MEC quality control plan consistent with current Department of Defense (DOD) and Army policies. Further, required explosive safety submissions, explosive site submissions (for temporary on-property storage of commercial explosives), and after action reports will be prepared and submitted for approval by the appropriate DOD activities after submission to Ecology for review and comment.
3. “Anomalies Selection Board” or “ASB” means, as defined in Section IV of the Decree, the Board that reviews data regarding surface and subsurface anomalies and makes decisions regarding the further investigation and remediation of those anomalies based on that data. The members of the ASB shall be selected by the mutual agreement of the project coordinators. If the project coordinators are unable to agree on the membership of the ASB or if the ASB is unable to reach

mutual agreement on the further investigation or remediation of anomalies, then Ecology's project coordinator will issue a written decision. Clark County and/or the BCRRT LLC may request review of any decision by Ecology's project coordinator in accordance with the dispute resolution process set forth in Section XVI of this Decree.

C. MATERIALS POSING POTENTIAL OF EXPLOSIVE HAZARD (MPPEH)

1. All MPPEH collected will be inspected to appropriate standards and, if required, treated on location by a flashing furnace and demilitarized as required by DOD directives prior to shipment off-property to a recycler.
2. All MPPEH operations will be subject to strict quality control procedures.

D. UXO TECH TRAINING FOR CLARK COUNTY EMPLOYEES

Training of three Clark County employees and/or Park Rangers as DOD Certified UXO Technician Level I will be provided to ensure that Clark County will have access to construction support and MEC support services as needed. This training is an integral part of long-term institutional controls.

