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When Recorded Return to:

Instrument # 861593

BONNER COUNTY, SANDPOINT, IDAHO

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Recorded for : PRIEST COMMUNITY FOREST CONNECTI

R. ANN DUTSON-SATER

Fee: 67.00

Ex-Officio Recorder Deputy

Index to: MISC

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

**THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING
ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL
COVENANTS ACT, IDAHO CODE § 55-3001, et seq.**

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant executed by Priest Community Forest Connection, Inc. (PCFC) and the Idaho Department of Environmental Quality ("Department" or "DEQ") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. This Environmental Covenant sets forth protective provisions, covenants, restrictions and, conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health and the environment. PCFC is a "holder" as defined in Idaho Code § 55-3002(6). PCFC as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property northeast of Highway 57 and Cemetery Road in County of Bonner, State of Idaho ("Property"). The Property is legally described and illustrated in a figure in the attached Exhibit A. The Property was obtained by PCFC by means of a Warranty Deed from the Priest River Urban Renewal Agency. In addition, specific activities have been limited in an area corresponding to the former active landfill on the Property. This area is referred to as the Restricted Area and is identified in the figure in the attached Exhibit A.

Property Ownership. PCFC hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property and PCFC has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above was previously used to operate as an unregulated municipal landfill, becoming contaminated with metals including arsenic, barium cadmium, lead, mercury, and silver; polycyclic aromatic hydrocarbons ("PAHs"); volatile organic compounds ("VOCs"); and dioxins and furans. On April 23, 2010, PCFC entered into the Voluntary Cleanup Program ("VCP") with the Department to remediate the Property. PCFC implemented a Voluntary Remediation Work Plan ("Work Plan") on the Property that included removal and capping of landfill waste materials. This Environmental Covenant is required because the Work Plan resulted in residual concentrations of metals in soil underlying the cap and groundwater underlying the Property. These concentrations are above allowable risk-based concentrations for residential use as determined by the Department and maintenance of the cap is central to protection of human health; therefore, future use of the Property shall be limited and affirmative obligations implemented in order to maintain the remedy and protect human health and the environment.

Name and Location of Administrative Record. A copy of the administrative file for the Former Priest River Landfill can be found at the Idaho Department of Environmental Quality State Office located at 1410 N. Hilton, Boise, Idaho 83706.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, PCFC, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. The Operation and Maintenance Plan for the institutional and engineering controls (landfill cap, drainage features, vegetation, fencing/gates/bollards, and signage) implemented on the Property are attached to this Environmental Covenant as Exhibit B and incorporated into this Environmental Covenant. PCFC, and any successors in interest, shall comply with the Operation and Maintenance Plan. The Operation and Maintenance Plan may be modified upon mutual consent from the Department and PCFC, or its successor in interest, as provided in the Uniform Environmental Covenants Act, Idaho Code § 55-3010.
2. Except for the purpose of environmental remediation or assessment there shall be no extraction of groundwater under the Property for any purpose, including, without limitation, drinking by animals or human beings, irrigation, or for industrial or commercial use.
3. The historically active landfill portion of the Property (Restricted Area), illustrated in Exhibit A, where cleanup activities were focused, and any portion thereof, may be used for commercial and industrial uses only, so long as the activity is not precluded by the approved Operations and Maintenance Plan.

The Property shall not be used for residential purposes, agricultural purposes, or any permanently occupied human habitation (including hotels or motels), school, day care, or hospital use.

4. There shall be no excavation of soil in the Restricted Area, except when conducted in accordance with the Operations and Maintenance Plan. Large excavation and future remediation shall be done consistent with the Operation and Maintenance Plan and with prior written approval from the Department.
5. PCFC, or its successors in interest, shall demonstrate to DEQ its ability to implement the long term Operation and Maintenance Plan for this Property which consists of annual inspections, maintenance of the cleanup remedy, and any repair of the cleanup remedy that maybe needed. PCFC has satisfied this requirement by entering into a Memorandum Agreement between the City of Priest River and Priest Community Forest Connection, Inc. for reimbursement of costs associated with the long term implementation of the Operation and Maintenance Plan. As the Memorandum Agreement between the City of Priest River and the Priest Community Forest Connection, Inc. for reimbursement of costs may be renewed with substantially similar content as the original agreement and resigned on a yearly basis, PCFC shall submit a copy of the re-signed Memorandum to DEQ annually. In the event the Property or any portions thereof, is sold, PCFC shall require as a condition of such sale that the purchaser demonstrate financial ability to cover all costs necessary for implementation of the Operations and Maintenance Plan.

Breach and Cure of Activity and Use Limitations. PCFC, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, the PCFC or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the PCFC or any successors in interest, and Department.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010.

The PCFC, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

Contaminated soils and groundwater are at levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the

respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by PCFC, or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, PCFC, or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by PCFC, or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires.

The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

Compliance Reporting. Owner[s], or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations. As part of this compliance reporting, PCFC shall also annually submit the renewed and resigned Memorandum Agreement between the City of Priest River and Priest Community Forest Connection, Inc. for reimbursement of costs associated with the long term implementation of the Operation and Maintenance Plan to the Department. The renewed and resigned Memorandum Agreement shall be substantially similar as the original Memorandum Agreement. Failure to submit a substantially similar Memorandum Agreement as the original Memorandum Agreement shall be considered a breach of this Environmental Covenant.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against PCFC or its successors-in-interest,

including subsequent owners of the Property and any other person using the Property. Failure of PCFC, or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that the PCFC correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against the PCFC or its successors-in-interest, as provided by law or in equity, including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyer of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either PCFC or its successors or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

OWNER:

Priest Community Forest Connection, Inc.
ATTN: Liz Johnson-Gebhardt
PO Box 892
138 Main Street
Priest River, Idaho 83856

THE DEPARTMENT:

Idaho Department of Environmental Quality
ATTN: State Response Program Manager
1410 N. Hilton
Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and PCFC or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of PCFC or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments

Accepted:

Idaho Department of Environmental Quality

Signature: _____

Curt A. Fransen

Printed Name: Curt A. Fransen

Title: Director, Idaho Department of Environmental Quality

Date: _____

6/26/14

State of Idaho)

) ss.

County of Ada)

On this 26 day of June, in the year 2014, before me, a Notary Public in and for said County and State, personally appeared Curt A. Fransen, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho: _____

Rosie M. Alonzo

Residing at: _____

Nampa, Idaho

Commission Expires: _____

1/30/2015

Signature and Acknowledgments

Accepted:

Priest Community Forest Connection, Inc.

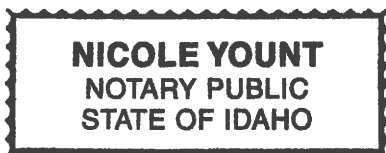
Signature: Jeff Connolly
Printed Name: Jeff Connolly
Title: President
Date: 6-16-14

State of Idaho)
) ss.

County of Bonner)

On this 16 day of June, in the year 2014, before me, a Notary Public in and for said County and State, personally appeared Jeff Connolly, known or identified to me to be the President of the corporation, Priest Community Forest Connection, Inc., that executed this Environmental Covenant, or the person who executed the Environmental Covenant on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho: Nicole Yount
Residing at: Bonner County
Commission Expires: 11/01/2018

EXHIBIT A

TO ENVIRONMENTAL COVENANT:

**WARRANTY DEED, BOUNDARY SURVEY AND APPROXIMATE BOUNDARY OF THE
ACTIVE LANDFILL AREA (RESTRICTED AREA) FOR THE FORMER PRIEST RIVER
LANDFILL**

789651

WARRANTY DEED

788756

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, the Priest River Urban Renewal Agency, 209 High Street, P. O. Box 415, Priest River, Idaho 83856, GRANTOR, does hereby grant, convey, transfer and set over unto the Priest Community Forest Connection, Inc., PO Box 892, Priest River, Idaho 83856, a Non-Profit Corporation of the State of Idaho, GRANTEE, all right, title, and interest in the following described parcels of real property; to wit:

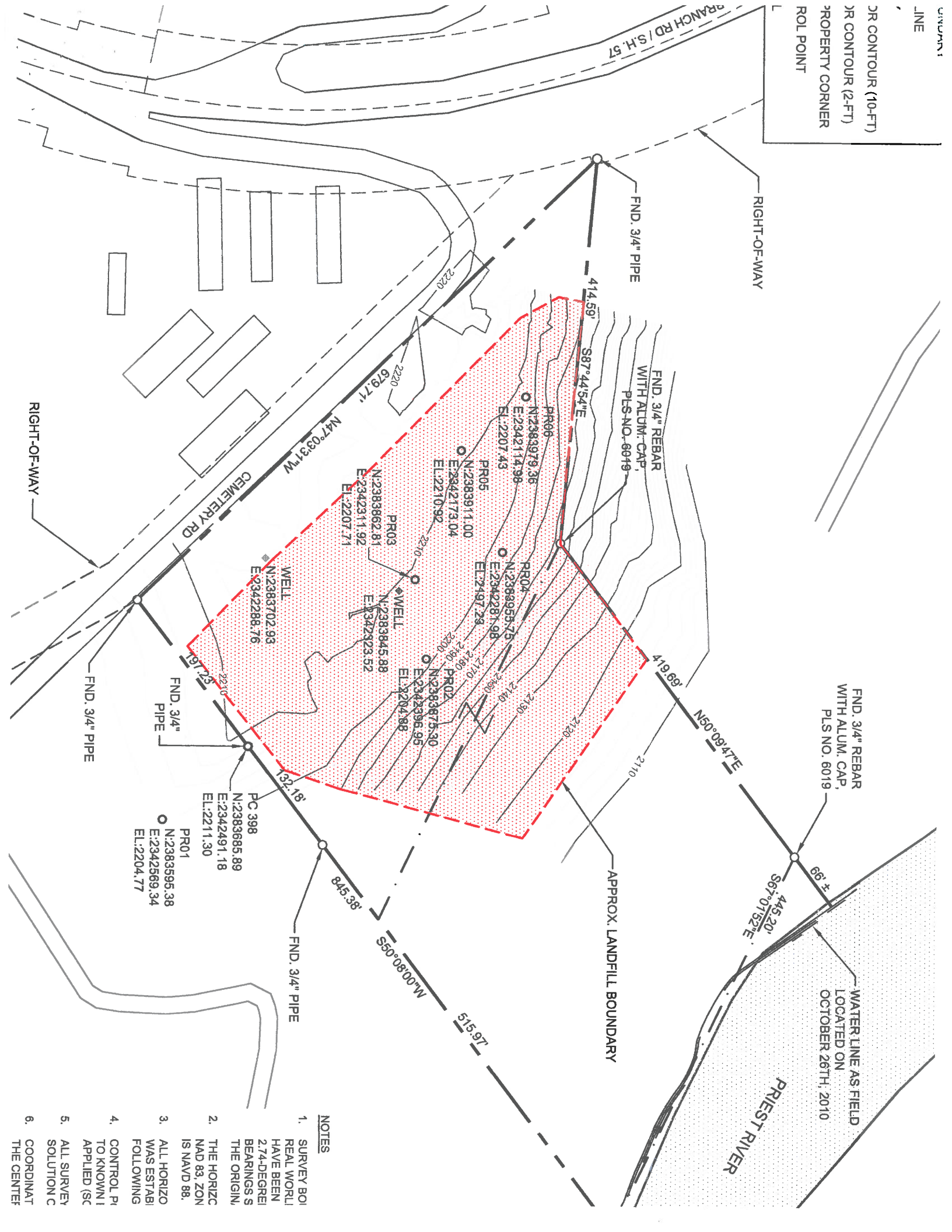
A tract in the NE 1/4 of the SW 1/4 of Section 13, Township 56 North, Range 5 West, Boise Meridian, Bonner County, Idaho, described as follows: Beginning at a point which is 1,323.37 feet North and 474.07 feet West of the South 1/4 corner of Section 13; (the same point being described as North 1397 feet and West 448 feet in Book 94 of Deeds, Page 414, Records of Bonner County, Idaho); thence, North 50° 08' East, 132 feet; thence, North 51° 19' West, 200 feet; thence North 50° 08' East, 100 feet to the true place of beginning; thence, North 67° 34' West, 448.11 feet (the same course described as South 64° 30' East, 445 feet in Book 94 of Deeds, page 414, Records of Bonner County, Idaho); thence, North 50° 08' East to the thread of Priest River; thence, following the thread of Priest River, Southeasterly to a point which is North 50° 08' East from the true place of beginning; thence South 50° 08' West to the true place of beginning. AND;

A tract in Section 13, Township 56 North, Range 5 West, Boise Meridian, Bonner County, Idaho, described as: Beginning at a point 1,397 feet North and 440 feet West of the quarter corner on the South line of Section Thirteen (13), Township Fifty-six (56) North, Range Five (5) West of the Boise Meridian; Thence, North 51° 19' West 200 feet; Thence, South 50° 08' West 197 feet; Thence, North 46° 10' West 680 feet, which is true point of beginning; Thence, South 46°10' East 280 feet; Thence, North 50° 08' East 272 feet; Thence, North 87° 16' 23" West 411.22 feet to the true point of beginning, containing one acre more or less. AND;

A tract of land in Section 13, Township 56 North of Range 5 West, Boise Meridian, Bonner County, Idaho, described as: Beginning at a point 1,397 feet North and 488 feet West of the South 1/4 corner of said Section 13; thence, North 51° 19' West 200 feet; thence, South 50° 08' West 197 feet; thence, North 46°10' West 400 feet; thence North 50° 08' East 272 feet; thence South 54°30' East 445 feet; thence, South 50° 08' West 100 feet; thence, South 51° 19' East 200 feet; thence South 50° 08' West 132 feet to the place of beginning.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the GRANTEE, its successors and assigns forever. The GRANTOR does hereby covenant to and with the GRANTEE that the GRANTOR is the owner in fee simple of said premises; that said premises and property is free from all encumbrances, except for any recorded indebtednesses, fees, or levies, and that the GRANTOR will warrant and defend the same from all lawful claims whatsoever.

LINE
OR CONTOUR (10-FT)
OR CONTOUR (2-FT)
PROPERTY CORNER
ROL POINT



NOTES

1. SURVEY BOI REAL WORL HAVE BEEN 2.74-DEGRE BEARINGS S THE ORIGIN.
2. THE HORIZC NAD 83 ZON IS NAVD 88.
3. ALL HORIZO WAS ESTABI FOLLOWING
4. CONTROL P TO KNOWN I APPLIED (SC
5. ALL SURVEY SOLUTION C
6. COORDINAT THE CENTER

4
"DOWNRIVER ESTATES"

FND. 3/4" REBAR WITH ALUMINUM CAP
PLS No. 6019, BEARS S87°44'54"E
5.44' FROM FND. 3/4" PIPE

{414.43'}
[414.43']
414.59'

S87°44'54"E
409.15'
{408.99'}

TAX 21

CEMETERY

[679.71']
[680.00']

N47°03'31"W

RO

CITY OF PRIEST RIVER

TAX 3

FND. 3/4" REBAR
WITH ALUM. CAP.
PLS No. 6019

{419.74'}
419.69'

N50°09'47"E

FND. 3/4" REBAR
WITH ALUM. CAP.
PLS No. 6019

±96'

445.20'
S67°01'52"E

WATERLINE AS FIELD
LOCATED ON OCTOBER
26th, 2010

PRIEST RIVER

TAX 33

TOTAL AREA
7.92± ACRES

FND. 3/4" PIPE

[132.18']
[132.18']

FND. 3/4" PIPE

[197.20']
[197.23']

TAX 32

845.38'
(845.58')
S50°08'00"W
S50°08'00"W
BASIS OF BEARING

515.97'

SURVE

THI
UNDER MY
THE "SURV

EXHIBIT B

TO ENVIRONMENTAL COVENANT:

OPERATIONS AND MAINTENANCE PLAN

EXCERPTED FROM THE FORMER PRIEST RIVER LANDFILL CLEANUP COMPLETION
REPORT (April 25, 2013)

Section 6.0 Risk Management Options

6.1 Exposure Management Strategies

There are two risk management options to minimize exposure to remaining COCs in site soil and groundwater: i) engineering and construction options to prevent contact and further migration of mobile constituents by removing and disposing of, covering, or stabilizing the contaminants left in place; or ii) institutional controls to minimize human exposure by managing visitors, maintenance personnel, and the contaminated soils left in place.

6.1.1 Engineering/Construction Options

Two basic engineering/construction options were applied for the former PRLF restoration: i) cleanup actions, and ii) access controls. Cleanup actions included removing surface debris, grading and stabilizing the hillside slopes, installing drainage features to promote runoff and minimize infiltration, and capping buried debris with a vegetated cover or geotextile underlayment and gravel layer to prevent exposure to subsurface hazards. Physical access controls included constructing barricades consisting of wood fencing, an access gate, and bollards to prevent visitors and maintenance personnel from damaging the installed cover system, walking to areas outside of the remedy, or entering the site when it is closed.

6.1.2 Institutional Controls

Institutional controls were applied at the former PRLF to control visitor and maintenance personnel activities to prevent or minimize exposure and contaminant migration. These institutional controls rely on the following:

1. Education/warnings that supply visitors and workers with the information they need to protect themselves while on site. These techniques have been augmented with attractive amenities that encourage individuals to undertake particular activities at safe locations.
2. The enforcement of rules and regulations that restrict onsite activities and direct how visitors and workers will behave on site.
3. Specific activity and land use restrictions are necessary to protect human health and maintain the installed barrier in the remediated areas of the site.

The owner will work with IDEQ to complete an Environmental Covenant for the property to maintain these institutional controls and limit site development to non-residential.

6.2 Exposure Management Actions at the Site

The specific exposure management actions that were applied at the former PRLF site are briefly described in the following sections.

6.2.1 Cleanup

The PRLF ABCA and Work Plan (TerraGraphics, 2010) proposed that the restoration of the former PRLF would:

- Mitigate or remove the physical hazards at the site in order to allow safe access to the public.

- Stabilize the sloped areas to provide the conditions necessary for a safe work area.
- Prevent exposure to site identified COCs by removing the exposure pathways to soils exceeding IDTLs or comparable background concentrations, as defined in *Natural Background Soil Metals Concentrations in Washington State* (Ecology, 1994).
- Monitor the site groundwater to detect if any identified COCs have been released into the environment as a result of the cleanup activities.

Preventing soil and groundwater COC exposure was accomplished by stabilizing the site, constructing a gravel and vegetative cover system, and removing the metals in soils on the lower slope area. Preventing off site contamination was accomplished by minimizing infiltration through channelized drainage. The adjacent property was not remediated; therefore, it has potential to be contaminated, although it is not likely to affect the former PRLF site.

6.2.2 Access Controls

As described in Section 3.3, wood fencing, a double swing access gate, and wood bollards were installed at the site. The double swing gate prevents access to trail users during off-peak hours and the wood bollards and fencing prevent access to the trail by motorized vehicles.

6.2.3 Education/Warnings

A PRLF restoration project sign is posted at the entrance of the site. The sign briefly describes the site history and project partnership between USEPA, IDEQ, City of Priest River, and PCFC. The sign also describes the proposed future land use of the site.

6.2.4 Operations and Maintenance

PCFC is responsible for operations and maintenance (O&M) of the former PRLF site. Periodic inspections and maintenance should be performed within the footprint of the existing cleanup area. The site is located in an area prone to snowmelt, wind, and natural environmental conditions that may impact the effectiveness of the cleanup features and installed barriers.

6.2.4.1 Inspections

PCFC personnel, or their representatives, should conduct regular site inspections to assess the condition of the features installed during the site restoration, including but not limited to the upper gravel barrier and trail covers, the vegetative cap, and the drainage features. Site inspections should identify barrier failures and initiate the process for a response action to be taken by PCFC. Inspections should also identify imminent threats to the barriers that require an immediate response. PCFC should report the inspection results to IDEQ.

6.2.4.1.1 Frequency

TerraGraphics recommends that inspections should occur at the following frequencies:

- Immediately – following intense rainfall, forest fire, and similar natural disasters that could damage the installed cleanup features.
- Monthly – while the site is accessible or open to the public (approximately May through November).

- **Annually** – in the spring prior to site season opening for public use. The inspection should occur as soon as possible after the spring snow melt to allow time to make repairs, if necessary, before the site is opened.

6.2.4.1.2 Features to Inspect

PCFC personnel, or their representatives, should inspect all installed cleanup features when they are easily accessible from the main access points (e.g., clear of snow). Inspections should be non-destructive and consist of a visual assessment done by walking the different cleanup construction areas that are accessible to the public. Inspections should also identify use patterns, such as signs of unauthorized access, which indicate the need for additional controls. Site features should be inspected as described in Table 5.

Table 5. Features to Inspect and What to Look For

Feature	Items
Soil Cover and Vegetation	<ul style="list-style-type: none"> • Cover soil should appear stable without sloughing or sliding materials on slopes, rills, or washout from runoff water. • Vegetation: Grass should cover all non-graveled areas; there should be no sections of exposed soils. Planted trees and shrubs should appear healthy. • Exposed Waste: Should visually inspect for exposed metal, glass, or other debris through the soil and/or vegetation. Debris should be removed and properly disposed of, and the impacted area should be re-seeded and additional soil should be added if needed.
Upper Barrier and Access Trail	<ul style="list-style-type: none"> • Should not have potholes or areas of exposed geotextile. • Should not show rills or signs of erosion from stormwater runoff. • Material should be firm and stable underfoot.
Rock Chute, Bioswale, and Trail Ditch	<ul style="list-style-type: none"> • Should not accumulate sediment or debris. • Should not have rills or washout from runoff water. • Vegetation along bioswale should cover all non-graveled areas without sections of exposed soils.
Fencing, Gates, and Bollards	<ul style="list-style-type: none"> • Rails should be securely attached to posts. • Posts should be generally plumb and stable. • Gates should be able to open, close, and lock. • Bollards should be in good repair and securely anchored.
Signage	<ul style="list-style-type: none"> • Should be legible and in good repair.

The items listed above protect human health by limiting direct contact with remaining COCs and safeguard the environment by reducing the potential for migration of subsurface contaminants. PCFC may elect to add future amenities into the inspection program for efficiency such as the sewage vault and the visitor toilet.

For Large Excavation/Repair Work (as discussed in Section 6.2.4.4) PCFC personnel must inspect all work prior to project closure. IDEQ may call for inspections at prescribed intervals. Lead-time for inspections is 48 hours exclusive of holidays and weekends.

6.2.4.1.3 Response Actions

PCFC should take responsive action to correct or restore any element that was installed for the purpose of mitigating human health risks. This generally includes everything within the former PRLF site and specifically the items identified in Table 5.

Public access shall not be allowed in any area where a failure has occurred until the appropriate corrective action is taken. PCFC should assume that all areas accessible to the public are underlain with or adjacent to remaining COCs. In the event of a washout or a barrier failure, access to that area should be restricted immediately.

6.2.4.2 Routine Maintenance

Routine maintenance is intended to preserve the integrity of the systems that are installed for human health protection. Such maintenance is necessary to address anticipated issues during the normal course of events and use of the site. Routine maintenance activities described in this section are intended for proactive management of the site. All maintenance activities should be documented in a maintenance log created by PCFC. Personnel conducting routine maintenance should be familiar with the site and have proper training related to the site hazards. Routine maintenance activities may be coupled with regular inspection activities at the discretion of PCFC; however, the actual maintenance frequency will depend on inspection observations.

Table 6. Routine Maintenance Activities

Activity	Location	Action
Weed and Vegetation Control	<ul style="list-style-type: none"> All non-graveled areas 	<ul style="list-style-type: none"> Reseed and apply fertilizer to areas with exposed soils. Trim overgrown or dying vegetation. Treat areas containing weeds with herbicide; apply according to the manufacturer's recommendation.
Upper Barrier and Trail Surface	<ul style="list-style-type: none"> Site-wide 	<ul style="list-style-type: none"> Fill all low areas or ruts and rills with clean aggregate. Dress trail surface with clean aggregate. Compact new aggregate materials. Replace any trail aggregate that comes in contact with sloughing soils.
Fence, Bollard, and Gate Repair	<ul style="list-style-type: none"> Site-wide 	<ul style="list-style-type: none"> Replace broken rails and broken fence posts. Replace broken or damaged bollards. Replace broken locks/chains.
Maintain Drainage Features	<ul style="list-style-type: none"> Bioswale Rock Chute Trail Ditches 	<ul style="list-style-type: none"> Remove debris or accumulated sediment from all drainage features. Reseed areas with exposed soils along bioswale.
Maintain Signs	<ul style="list-style-type: none"> Site-wide 	<ul style="list-style-type: none"> Repair or replace unreadable signs.

6.2.4.3 Repairs

PCFC personnel should have proper training related to the site hazards before conducting any repairs. Best Management Practices should be used to stabilize exposed soils within the remediated areas and to prevent contaminating other areas while repairs are made.

Since the former PRLF site is subject to extreme weather and contains steep slopes, significant repairs should be anticipated periodically for the following:

- Full-depth replacement of gravel on the trail or in the Upper Barrier.
- Slope failure or mass movement of materials caused by catastrophic rainfall/runoff events.

The following measures should be taken in the event that a significant repair is necessary:

- Backfill and grade the failed area with clean material and restore the grade to match the original design grade. Gravel and soil materials may be reused if there are no apparent signs of contact with contaminated soils and the material can be recovered without intermixing with contaminated soils.
- Gravel and soil areas should be compacted to form a firm stable surface. Large areas may require multiple passes with a riding compactor. Compaction shall continue until indentations from the compactor are no longer noticed. Water may be added in small amounts to aid compaction.
- Re-seed vegetated areas with a native seed mix.

Confirmation sampling may be required following any repair, construction activity, or natural event that results in a disturbance of the remedy. Confirmation sampling is discussed further in Section 2.2.2 of the Long-term Monitoring Plan.

6.2.4.4 Large Excavation/Repair Work

A large project includes work may involve, but are not limited to, the following activities:

- Excavation of more than 5 cubic yard of contaminated soil or debris.
- Subdivisions and Planned Unit Developments.
- Building demolition.
- Land clearing activities that expose potentially contaminated or historic landfill material.

All excavations, grading, construction, building demolition and certain building renovation projects that meet the large excavation definition within the site must notify Idaho DEQ in writing 10 days prior to excavation. Notification should include a plan describing means and methods of the work being completed.

6.2.4.5 Small Excavation/Repair Work

The owner may choose to implement temporary repairs for the purpose of keeping the site open and accessible to the public. Small projects are defined as those that involve less than five cubic yard of disturbed soil. Examples include landscaping, gardening, fencing, repair of eroded areas, re-vegetation, etc. The owner is not required to contact IDEQ prior to work. However, the owner may wish to consult IDEQ prior to work to discuss strategy for the work.

At a minimum, areas requiring repairs should be covered or marked with bright construction fencing/tape. Temporary repairs shall provide the same human health protection as the original design. Permanent repairs should be completed as soon as possible. Owner personnel shall be familiar with the ICP and have proper training related to potential Site hazards before conducting any repairs. Best Management Practices shall be used to stabilize exposed waste within the remediated areas and to prevent distribution while repairs are made.

6.2.4.6 Record Keeping and Reporting

The owner shall keep accurate records of all O&M activities as part of the overall O&M administration. Records shall include photographs of annual inspection points as shown in Figure 6 for reference in future years, inspection reports, documentation of repairs including photographs following repairs, recommendations for further actions, and related correspondence.

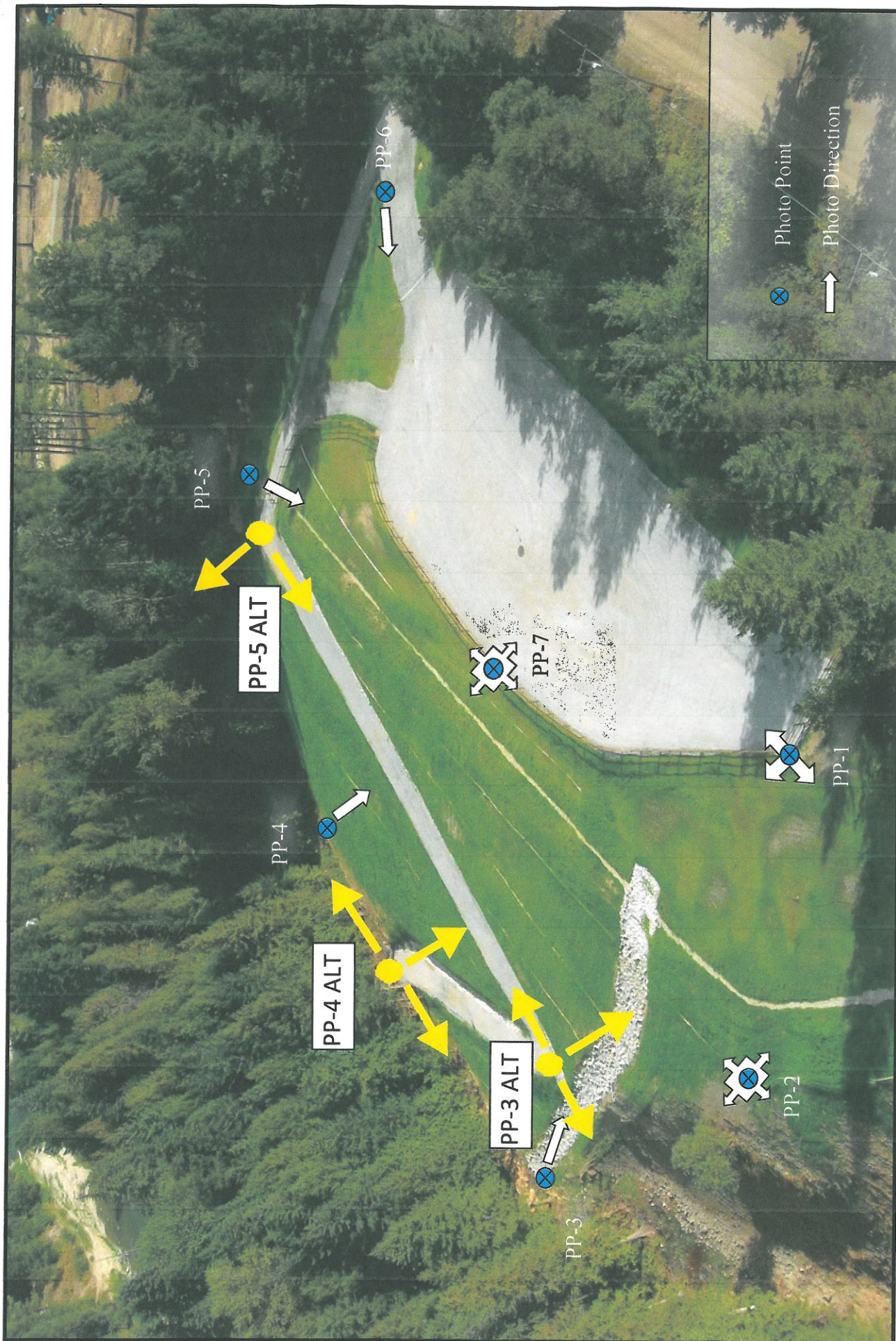
The owner will submit an inspection summary letter annually to IDEQ. This letter will bullet list all ICP/O&M activities performed at the Site and document any unusual occurrences or activities (e.g., spring flooding) that may have impacted the remedy over the past year. This report will be delivered within 45 days after the end of the calendar year.

6.2.5 Long-term Monitoring

Long-term sampling and monitoring of the remediated former PRLF site is the responsibility of the PCFC. As described in Section 5.2.3, TerraGraphics does not recommend additional sampling at this time.

6.2.6 Uncertainties

The most significant uncertainties at the former PRLF site are associated with the potential for exposing physical hazards in a slope failure or mass movement of materials caused by catastrophic rainfall/runoff events. In the unlikely event that this would occur, the site would need to be immediately closed to restrict visitors from entering unstable areas. Other uncertainties include the illegal dumping or disposal of materials or vandalism of installed barriers from site visitors. Secure, well-maintained fencing, physical barricades, and/or protective barriers restricting access to areas where debris is buried can be successful in eliminating potential exposure.



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Scale: N.T.S.			
Requestor: JPM			
Drafter: GG			
Figure 6. Annual Photo Points			