

CB | LAWYERS

CAMPBELL & BISSELL | PLLC

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WWW.CAMPBELL-BISSELL.COM
CORBET-ASPRAY HOUSE
820 W. 7TH AVENUE • SPOKANE, WA 99204

July 24, 2017

Via Certified Mail/Return Receipt Requested

U.S. Environmental Protection Agency
Attn: *Stephanie Mairs*
1200 Sixth Avenue
ORC-113, Suite 900
Seattle, WA 98101

Re: Orofino Asbestos – Riverview Construction Environmental Covenant

Dear Ms. Mairs:

Enclosed please find the original *Amended Environmental Covenant* which was recorded on July 19, 2017 under Instrument No. 231351. Please do not hesitate to call if you have any questions.

Very truly yours,

CAMPBELL & BISSELL, PLLC



MELANIE A. HAYES

Paralegal to TYLER S. WAITE

:mah

Enclosure

cc: Riverview Construction (w/enclosure)

DEQ (w/enclosure – Darrell G. Early, Deputy Attorney General, 1410 N. Hilton, 2nd Flr., Boise, ID 83706) ✓

Data\1327\1606\drafts\EPA.20170622.docx

231351

Instrument # 231351

CLEARWATER COUNTY, OROFINO, IDAHO

7-19-2017 11:04:01 AM No. of Pages: 45

Recorded for : CAMPBELL & BISSELL PLLC*

CARRIE BIRD

Fee: 142.00

Ex-Officio Recorder Deputy

Index to: COVENANTS, PROTECTIVE

SA
return.

Recording Requested By and
When Recorded Return to:

Campbell & Bissell, PLLC
820 W. 7th Avenue
Spokane, WA 99204
Telephone: (509) 455-7100

AMENDED ENVIRONMENTAL COVENANT

Owners: John Anderson and Richard Burnham, d/b/a Riverview Construction Company

Property: Rio Vista Addition, A Replat of Lot 2 of the Friendsorf Addition Located in Government Lot4 of Section 3, Township 36N, Range 1E, as recorded by Instrument Number 230477.

Instrument Number of Related Document(s): 230744

Recording Requested By and
When Recorded Return to:

230744

U.S. Environmental Protection Agency
Attn: Regional Counsel
1200 Sixth Avenue
ORC-113, Suite 900
Seattle, WA 98101

Idaho Department of Environmental Quality
Attn: State Response Program Manager
Waste Management and Remediation Division
1410 North Hilton
Boise, ID 83706

Instrument # 230744

CLEARWATER COUNTY, OROFINO, IDAHO

4-17-2017 10:24:56 AM No. of Pages: 10

Recorded for : RICK BURNHAM *

CARRIE BIRD

Fee: 37.00

Ex-Officio Recorder Deputy

Index to: COVENANTS, PROTECTIVE

Carrie L. Holland
*returned **

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 ("Environmental Covenant") executed by John Anderson and Richard Burnham, d/b/a Riverview Construction Company ("Owners"), the United States Environmental Protection Agency (EPA), and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. The EPA and Department are hereinafter collectively referred to as the Agencies. 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. The Owners are each a "holder" as defined in Idaho Code § 55-3002(6). John Anderson and Richard Burnham, d/b/a Riverview Construction Company, as the current property owners grant this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located in the County of Clearwater, State of Idaho, known as the "Rio Vista Addition, A Replat of Lot 2 of the Frensdorf Addition Located in Government Lot 4 of Section 3, Township 36N, Range 1E," as recorded by Instrument Number 230477 (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A.

Property Ownership. Owners hereby represent and warrant to the other signatories to this Environmental Covenant that they are the sole owners of the property, hold fee simple title to the property and as Owners have the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. Fill material consisting of excavated soil contaminated with broken and friable asbestos cement pipe was placed on the Property during a waterline improvement project conducted in Orofino between 2009 and 2010. A removal action was taken at the Property pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. This environmental covenant is required because the removal action resulted in asbestos remaining in place at the Property in the Riverview Construction Asbestos Unit ("RCAU"). The Property is part of a larger site known as the Orofino Asbestos Site which has CERCLIS ID number IDN001002885. The Property has CERCLIS ID number IDN001002878. There is not a known safe level or period of asbestos exposure; therefore, future use of the Property shall be limited to protect human health and the environment.

Name and Location of Administrative Record. A copy of the administrative record for environmental response actions taken at the Property can be found at EPA Region 10 or its successor agency. The current regional office is located at 1200 Sixth Avenue, Seattle, WA 98101.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, Owners, 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:

- A. The Property, and any portion thereof, may be used for commercial and industrial uses only. The Property shall not be used for residential purposes.
- B. Unless prior written approval is obtained from the Department (after consultation with EPA), any activity that damages or disturbs the integrity of the protective gravel barrier or otherwise results in the release or exposure to the environment of any asbestos or asbestos contaminated soil beneath the protective barrier is prohibited. Examples of activities that are prohibited include, but are not limited to, the following: drilling, digging, excavating, placement of any objects or additional covering such as asphalt, or use of any equipment which deforms or stresses the surface beyond its load bearing capacity, piercing the surface with a rod, spike or similar item, bulldozing, or earthwork.
- C. Any other activity that may interfere with the integrity or operation or maintenance of the protective gravel barrier or any of the RCAU response features identified in Section 1.2 of the Riverview Construction Asbestos Unit Operation and Maintenance Plan (O&M Plan, attached here as Schedule B) is prohibited without prior written approval from the Department (after consultation with EPA).

- D. No permanent or temporary structures shall be placed on the protective gravel barrier without certification by a professional engineer registered in the State of Idaho and approval of the Department (after consultation with EPA).
- E. No trees, shrubs, or other deep rooting or woody vegetation are allowed.
- F. Owners, and their successors in interest, shall maintain the installed protective barrier, retaining structures, fencing and signage to deter access by the general public at the Property. The protective barrier must fully cover and prevent direct contact with the underlying asbestos contaminated soil.
- G. Owners, and their successors in interest, shall further comply with all of the requirements of the O&M Plan for the RCAU (see attached Schedule B).
- H. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by Owners, or their successors in interest, without adequate and complete provision for continued compliance with the O&M Plan for the RCAU.
- I. Leases must be restricted to uses and activities consistent with this Environmental Covenant and all lessees must be notified of the restrictions on the use of the Property.

Breach and Cure of Activity and Use Limitations Owners, or their successors in interest, shall be solely responsible for demonstrating that use of the Property is in conformity with the Activity and Use Limitations. The Activity and Use Limitations are imposed due to conditions resulting from asbestos contamination on the Property. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, the Owners 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 Owners or any successors in interest, and the 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 Owners, or their 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: 1) the Property or any subdivided portion thereof is shown in an EPA and Department approved document not to contain asbestos contaminated soils; or 2) asbestos contaminated soils are at levels the EPA and the Department deem, 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 Owners, or their 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, Owners, or their 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 Owners, or by their 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; (e) the U.S. Environmental Protection Agency, ATTN: Regional Counsel, ORC Region 10, Suite 900 M/S ORC-113, 1200 Sixth Ave, Seattle, WA 98101; and (f) 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. Owners, and/or 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.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against Owners or their successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of Owners, or their 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 Owners 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 Owners or their 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 and EPA 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 Conveyor 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 Owners or their successors, 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.

OWNERS:	John Anderson and Richard Burnham d/b/a Riverview Construction Company 748 Riverside Ave, Orofino ID 83544
THE DEPARTMENT:	Idaho Department of Environmental Quality <u>ATTN: State Response Program Manager</u> <u>Waste Management and Remediation Division</u> 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 Owners or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of Owners 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.

Compliance with Other Applicable Laws and Regulations. All other applicable laws or regulations, including but not limited to the National Emission Standards for Hazardous Air Pollutants for Asbestos, 40 C.F.R. Part 61, Subpart M, shall be complied with as they pertain to the Property or any activities thereon.

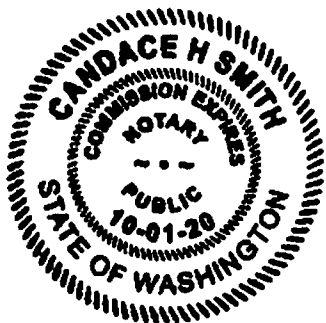
Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

United States Environmental Protection Agency

State of Washington)
) ss.
King County)

On this 27 day of March, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared Sheryl Bilbrey, known or identified to me to be the Director of the Office of Environmental Cleanup for Region 10 of the U.S. Environmental Protection Agency, which executed this Environmental Covenant, and acknowledged to me that the U.S. Environmental Protection Agency 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 Washington:
Residing at: Seattle, WA
Commission Expires: 10-1-2020

Candace Smith

Signature and Acknowledgments

Accepted:

John Anderson and Richard Burnham, d/b/a Riverview Construction Company

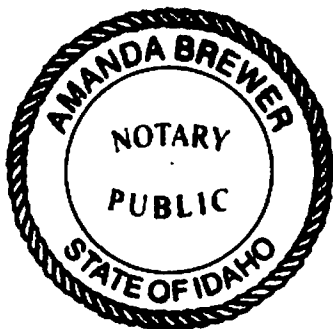
Signature: John Anderson
Printed Name: John Anderson
Title: Partner
Date: 4-17-17

Signature: Richard Burnham
Printed Name: RICHARD BURNHAM
Title: PARTNER
Date: 4-17-17

State of Idaho)
) ss.
County of Clearwater)

On this 17th day of April, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared John Anderson and Richard Burnham, and executed this Environmental Covenant.

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: Amanda Brewer
Residing at: Lenore, ID Clearwater
Commission Expires: 08/29/2022

SCHEDULE A

Instrument number 230477, Recorded Rio Vista Addition



SCHEDULE A

Instrument number 230477, Recorded Rio Vista Addition

Figure 1: A horizontal bar chart showing the percentage of total sample for different categories. The categories are labeled 0, 60, 120, and 180. The bars are black and white. Below the chart, it says "S.E.P. $r = 67$ ".

PROPERTY OF THE EAST END OF SECTION 3 WITHIN THE BOUNDARY OF THE HATCHERY SECTION
CROSS OF SECTION 3 AND THE BOUNDARY OF THE NORTH 1/4 OF SECTION 3 (CROSS SECTION SECTION
1 AND 2 AS SHOWN HEREIN.

[illegible]

- 1) THE SURVEY WAS PERFORMED USING A NILES 875-000 SERIES TOTAL STATION, A SPECTRA BLAZING GPS UNIT AND A CH BACK COLLECTOR.
- 2) THE SURVEY WAS AN UNADJUSTED MATHEMATICAL ERROR OF LESS THAN ONE LIBRARY MARKED INCHES (OR ONE (1) FOOT IN THE BUILDING CORNER)
- 3) NO ATTEMPT WAS MADE TO SHOW ALL PHYSICAL EVIDENCE OF THE PROPERTY OR PRECISELY THE EVIDENCE, RECORDS OR UNADJUSTED.

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41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62</																																						

• ACCEPTANCE DATE 04/25/80 SECTION 24, TOWNSHIP 27 N., RANGE 1 E., S. 34
 • FILE NUMBER
 • OR CHANGE DATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY
CERTIFY THAT THIS PLAT HEREON SHOWN IS ACCURATE AND CORRECT
AND WAS COMPILED FROM THE WORKS OF AN AERIAL SURVEY MADE BY
ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF
THE STATE OF IDAHO AND AT THE REQUEST OF BENTLEY CONSTRUCTION



227
—
EAT



LOT 2 OF FRENDSORE ADDITION
IN GOVERNMENT LOT 4 OF SECTION 3,
TOWNSHIP 36 NORTH, RANGE 1 EAST, B.M.
CLEARWATER COUNTY,
IDAHO

Previous Construction
 P.O. Box 1334
 Olathe, MO 64504-1334
 (208) 476-5176

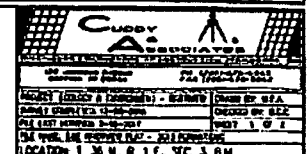
ENGINEER
Energy and Engineering, Inc.
144 Phoenix View Drive
Lancaster, NY 14086
(716) 484-8310

SUNVERON
 East Cary, N.C. 27513
 Cary & Associates, Inc.
 P.O. Box 64
 Durham, NC 27704
 (703) 476-4562

•

[illegible]

Die erste Schlussfolgerung



<p>REMARKS:</p> <p>NO RECORD OF SALE OR TRANSFER OF INTEREST IN THIS PROPERTY.</p>	<p>PROPERTY LOCATION:</p> <p>LOT 2 OF FRIENDSHIP ADDITION A CORNER LOT TO NORTH & SECTION 3, TOWNSHIP 30 NORTH, RANGE 1 EAST, B.M. CLATSOP COUNTY,</p>	<p>OWNER'S NAME:</p> <p>P.O. Box 655 Clatsop County, Oregon 97101-0655</p>	<p>OWNER'S ADDRESS:</p> <p>P.O. Box 655 Clatsop County, Oregon 97101-0655</p>	<p>DATE OF SALE:</p> <p>12-15-1996</p>	<p>DEED BOOK & PAGE:</p> <p>12-15-1996</p>	<p>DEED BOOK & PAGE:</p> <p>12-15-1996</p>	<p>DEED BOOK & PAGE:</p> <p>12-15-1996</p>
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SCHEDULE B

Operation and Maintenance Plan for the Riverview Construction Asbestos Unit of the Orofino Asbestos Site

**OPERATION AND MAINTENANCE PLAN
FOR THE OROFINO ASBESTOS SITE
RIVERVIEW CONSTRUCTION ASBESTOS UNIT (RCAU)
OROFINO, IDAHO**

March 2017

**Orofino Asbestos Site
Riverview Construction Asbestos Unit (RCAU)
Operation and Maintenance Plan**

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- Attachment 1 – Site Figure
- Attachment 2 – Site Record Drawings (As-Built Drawings)
- Attachment 3 – Field Inspection Form
- Attachment 4 – Field Maintenance Form

1.0 INTRODUCTION

This Operation and Maintenance (O&M) Plan specifies the requirements for O&M activities for the Riverview Construction Asbestos Unit (RCAU) of the Orofino Asbestos Site in Orofino, Clearwater County, Idaho. A removal action (RA) was conducted at this property pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA).

This O&M Plan has been prepared by the U.S. Environmental Protection Agency (EPA) Region 10 in consultation with the State of Idaho Department of Environmental Quality (DEQ) for the real property located in the County of Clearwater, State of Idaho, known as the "Rio Vista Addition, A Replat of Lot 2 of the Frensdorf Addition Located in Government Lot 4 of Section 3, Township 36N, Range 1E," as recorded by Instrument Number 230477 (RCAU). The property is currently owned by the Riverview Construction Company.

This O&M Plan describes the activities that are required to ensure the effectiveness and integrity of the RA performed by EPA Region 10 so that it remains protective of human health and the environment. The Monitoring Agency responsible for the oversight of the O&M is the Idaho Department of Environmental Quality (DEQ). For any actions at the RCAU requiring approval, DEQ will consult with EPA for coordination and technical assistance to discuss the proposed activity requiring approval. DEQ will document the conversation and decision, and inform the property owner of the decision (*i.e.*, approval, approval with caveats, or rejection), or the need for additional information prior to a decision.

1.1 Background

The RCAU is an approximately two-acre area that lies directly south of Highway 12 and east of King's Discount store in an area of mixed commercial and residential land use, in the Riverside neighborhood of Orofino (see Figure 1). In 2010, potentially responsible parties deposited an estimated 15,000 to 25,000 cubic yards of excavated soils comingled with broken and friable asbestos cement pipe (ACP) on the property as fill material.

The EPA entered into a CERCLA Administrative Order on Consent for Removal Action (AOC) with Owyhee Construction, Inc., Riverview Construction Company, and the owners of Riverview Construction Company (Respondents) on August 9, 2010. The AOC required that Respondents submit a Work Plan for interim measures to control for fugitive dust from the site that might contain asbestos and install a fence at the RCAU property. A Work Plan was submitted that called for a four-inch gravel cover over the two-acre area where ACP containing soils had been deposited. An interim gravel cover and three-wire fence were installed by Respondents in August 2010.

RCAU.

Semi-annual inspections shall be conducted in April/May and September/October commencing upon recording the final environmental covenant containing the final O&M Plan with the Clearwater County recorder's office and continue for one (1) year. Upon completion of the one-year semi-annual inspection period, inspections shall be conducted on an annual basis in April/May and shall continue for as long as contaminants remain on-site beneath the protective gravel barrier. Property owner shall notify the DEQ at least seven (7) calendar days before commencing each inspection.

2.2 Features to be Inspected

The following features must be inspected to ensure that contaminated soils are controlled and the safety of the public is maintained. Attachment 3 provides a Field Inspection Form that shall be used during semi-annual and annual inspections. The features to be inspected include:

- Gravel barrier;
- Retaining structures
- Fencing and signage; and
- Drainage features.

2.2.1 Gravel Barrier

The gravel barrier will be inspected to ensure that the protective barrier is functioning as designed and constructed (see the final construction drawings in Attachment 2). Inspections will note the formation of ruts, rills or gullies greater than or equal to two inches deep; deep-rooted plants (presence of trees, shrubs, brush, or other woody or deep-rooted plant growth); erosion, thinning of the cover or exposure of the geotextile fabric, any penetration, puncture or damage to exposed geotextile fabric, any settlement or consolidation beneath the cap that causes a depression deep enough to pond two inches of water; damage due to wildlife (presence of burrowing animals, or holes greater than or equal to two inches deep), or any other condition that may result in the release of or exposure to ACM or asbestos-contaminated soil.

2.2.2 Retaining structures

The concrete block retaining structures will be visually inspected to ensure that they are functioning as designed and constructed (see the final construction drawings in Attachment 2). Inspections will note indications of materials being washed from between the concrete blocks; any standing water or saturated soil at the base of the structures; any movement of individual blocks within the structures, any vegetation growth between the concrete blocks, or any movement of soil at the base of the structures; and any areas that need repair and/or replacement.

2.2.3 Fencing and Signage

Fencing will be inspected to ensure that it is functioning as designed and constructed (see the final construction drawings in Attachment 2). Inspections will note whether fence and corner posts have become loose or damaged, fencing is intact and connections are in-place, and identify the need for repair or replacement.

Signage will be inspected to ensure that it is functioning as designed and constructed (see the final construction drawings in Attachment 2). Inspections will note whether the signs are visible, have become damaged, are no longer legible, are properly fastened to the cable wire fencing, and are appropriately spaced on all sides of the fencing, and identify the need for repair or replacement.

2.2.4 Drainage

A four-inch drainage pipe is included in the retaining structure design to drain water from behind it. This drainage pipe will be inspected to ensure that it is functioning as designed and constructed (see the final construction drawings in Attachment 2). Inspections will note any blockage of the outlet of the drainage pipe by sediment or other materials or any visible damage to the drain pipe.

2.3 Non-Routine Inspections

Non-routine inspections shall be performed after any event that may impact the integrity of the RCAU and/or interfere with its ability to prevent the release of asbestos or asbestos-contaminated soil. Non-routine inspections will be conducted within five (5) working days or as soon as possible of an event being reported to the property owner or the property owner otherwise becoming aware of the event. For the purpose of this inspection, an event is any unapproved activity and/or damage to any of the RCAU features identified in Section 2.2, that could adversely affect the overall integrity RCAU, and particularly the cover of the RCAU. Events that require a non-routine inspection include, but may not be limited to, earthquakes, fires, flooding, a significant rain event (see below) and vandalism. An example would be report of heavy equipment or vehicular use on top of the RCAU that damages or deforms the surface, or damage to a concrete block retaining structure from a traffic incident on Highway 12. An inspection should also be done immediately following a substantial rainfall or snowmelt event. A rainfall event could be a hard rain for a short period (30 minutes or longer) or a steady rain over a long period of time (greater than 6 hours). If there is a period of prolonged precipitation over 24 hours, an inspection during the event should be completed to confirm that the drainage is functioning as intended. Any debris or obstructions around the drain pipe should be removed or corrected immediately, if they can be done safely. Any temporary corrections should be made permanent as soon as possible.

The purpose of these inspections will be to assess the condition of features discussed in Section 2.2 for damage that should be repaired prior to the next regularly scheduled semi-annual or annual O&M activity. DEQ shall be notified as soon as possible of a non-routine inspection.

In the event that the RCAU's integrity is damaged, compromised or threatened such that there may be the release of or exposure to asbestos or asbestos contaminated soil beneath the protective barrier, the property owner or DEQ should contact the EPA Emergency Response Program (206-553-1263) as soon as possible.

3.0 MAINTENANCE AND REPAIR

Maintenance and repair activities will be conducted to maintain the integrity of removal action features. Conditions requiring maintenance and repairs will be identified during inspections as described in Section 2. A Field Maintenance Form has been included as Attachment 4. When required, maintenance and repairs shall be performed as discussed below.

Maintenance activities are preventative focused (identifying conditions that could cause remedy failures), are performed to keep the installed features in good operating condition and working order, and address those issues that can generally be anticipated during the normal course of events. Maintenance activities specifically include, but are not limited to, actions necessary to maintain the proper level of physical controls when conditions requiring maintenance arise due to the natural deterioration of the physical controls by the passage of time (*i.e.*, conditions resulting from normal wear and tear).

Repair activities are fixing damage to or replacement of the installed features to restore the operating condition and working order of the remedy. Repairs associated with damage to the protective barrier that may result in the release of or exposure to asbestos contaminated soil beneath the protective barrier must be performed by a licensed asbestos contractor with certified asbestos supervisors and workers. The specifics of any repairs associated with damage to the gravel barrier, including the timeframe until a permanent repair is made, will be developed on a case-specific basis and will be subject to DEQ approval (after consultation with EPA).

Any O&M action that does not address a breach in the protective barrier such that the underlying ACP-containing material is exposed or potentially exposed shall be conducted using the appropriate actions specified below within fifteen (15) working days of completion of the inspection. The best management practices as specified in Section 4 shall be used during the implementation of O&M activities.

During the implementation of any maintenance and repair activity, the BMPs as specified in Section 4 shall be used.

3.1 Gravel Barrier

Three-quarter inch minus crushed rock will be placed where needed to ensure that a minimum six inches of crushed gravel overlies the contaminated materials. If woody growth is discovered, it must be removed in such a manner that the underlying ACM soils are not disturbed.

Areas in the gravel barrier that become eroded greater than or equal to 2 inches shall be repaired immediately. If erosion continues after a repair, then the root cause of the problem should be investigated by DEQ and the property owner to identify mitigation measures to be taken to ensure the integrity of the disposal area. The protective gravel barrier cover will be repaired when erosion (e.g., rills, ruts) or similar types of disturbance indicate the mass movement of material.

If any repairs are performed that include excavating gravel in the gravel barrier area, the level of gravel should be backfilled to the minimum levels.

If any disturbance has penetrated the full depth of the gravel barrier, or geotextile fabric, which has resulted in ACM within the repository being eroded or migrating outside of containment, then sampling and analysis shall be performed within the depositional area to ensure that all contaminated material is removed and that adjacent portions of the barrier have not been contaminated by the erosion. The removed contaminated material will be placed into the RCAU and the exposed area will be re-covered with material meeting the original material design specifications. This type of repair will be completed by an experienced contractor. Repairs associated with damage to the geotextile fabric that may result in the release of or exposure to ACM or contaminated soil must be performed by a licensed asbestos contractor with certified asbestos supervisors and workers, and will be subject to DEQ approval (after consultation with EPA). Repairs made to the geotextile fabric that require a patch will ensure that the geotextile patch will provide a two-foot overlap with the original geotextile fabric.

If inspections indicate drainage issues (i.e., wet soil, standing water, or erosion) with the gravel barrier, retaining structures, or drain pipe the cause of the issues should be investigated by DEQ and the property owner to identify mitigation measures to be taken to ensure the integrity of the RCAU.

3.2 Retaining structures

Any vegetation growth that is observed within the joints of the concrete blocks should be promptly removed without damaging retaining structure.

Indications of materials being washed from between the concrete blocks, movement of soil at the base of the structures, standing water or saturated soil at the base of the

structures and any movement or degradation of individual blocks within the structures should be noted on the inspection checklist and monitored for progressive deterioration. For situations listed above that show a pattern of continued degradation for no less than three (3) months, the property owner should assess the situation with DEQ to determine if further mitigation measures should be taken. DEQ will coordinate with EPA as appropriate for reoccurring issues that may require mitigation measures.

3.3 Fencing and Signage

Fencing will be maintained and repaired when the intended function – preventing unauthorized access – is impaired or potentially compromised (e.g., damaged fencing components). When the required inspections indicate that maintenance or repair is necessary, the impaired fencing will be replaced, repaired, or modified to restore the function described in Section 2.2.

Signage will be maintained and repaired when the intended function – prevent unauthorized access – is impaired or potentially compromised (e.g., damaged, weathered, missing). When the required inspections indicate that maintenance or repair is necessary, the impaired signage will be replaced, repaired, or modified to restore the function described in Section 2.2.

3.4 Drainage

Any blockage of the outlet of the drainage pipe by sediment or other materials will be cleared. Any damage to the drain pipe should be repaired or replaced as appropriate. If repair or replacement of drain pipe could potentially expose ACM, a licensed asbestos contractor with certified asbestos supervisors and workers will be used to make the repairs. The specifics of any repairs associated with damage to the drainage pipe, including the timeframe until a permanent repair is made, will be developed on a case-specific basis and will be subject to DEQ approval (after consultation with EPA). DEQ will coordinate with EPA as appropriate for reoccurring issues that may require mitigation measures.

3.5 Temporary Repairs

Failures that could lead to the release of asbestos or asbestos-contaminated soil may require temporary repair by the property owner if it is not practical (e.g., contracting, weather, etc.) for the property owner to perform permanent repairs within the timeframe discussed in Section 3. The specifics of any temporary repairs, including the timeframe until a permanent repair is made, will be developed on a case-specific basis and will be subject to DEQ approval (after consultation with EPA). If the RCAU is compromised and there is a release or threat of release of asbestos, the property owner should contact DEQ and the EPA Emergency Response Program (206-553-1263).

For a failure that results in a breach of a protective barrier associated with the cover of the RCAU, objectives of a temporary repair shall be:

- Isolation of the breach to prevent cross-contamination of the surrounding area;
- A temporary covering of the area of contaminated material exposed by the breach;
- Best Management Practices (BMPs), as discussed in Section 4, shall be utilized during implementation of the temporary repair and during the period between the temporary repair and the permanent repair to minimize the migration of contaminated material from the area of the breach.

4.0 BEST MANAGEMENT PRACTICES FOR CONTROL OF CONTAMINANT MIGRATION THAT MAY RESULT FROM MAINTENANCE AND REPAIR ACTIVITIES

Disturbance of the protective barrier or any activity with the potential to contain regulated ACM must be performed by a licensed asbestos contractor with certified asbestos supervisors and workers. BMPs shall be used as appropriate during all inspection, maintenance, and monitoring activities. Application of BMPs is discussed below.

4.1 Controls to Prevent Cross-Contamination

Certain activities may require the excavation of the asbestos-contaminated soil that may be replaced beneath a protective barrier. Appropriate measures shall be taken to separate the excavated material from other non-disturbed areas of the protective barriers. These measures may include one or more of the following:

- Placement of the excavated material onto a temporary liner;
- Tarping or otherwise covering temporary stockpiles of excavated material to minimize dispersal of the material;
- The use of sediment control measures around any temporary stockpiles to minimize transport of the materials by surface water run-off.

4.2 Minimize Disturbance of Protective Barriers and Other Portions of the RCAU

All inspection, repair and maintenance activities shall be performed in a manner that minimizes disturbance to other portions of the RCAU. Any such disturbance shall be corrected in accordance with the applicable requirements of this plan prior to completion of any activity.

4.3 Materials Handling

Handling of contaminated materials during repair and maintenance that may result in the release of or exposure to asbestos-contaminated soil must be performed by a licensed asbestos contractor with certified asbestos supervisors and workers. Proper handling of contaminated materials is required at all times.

4.4 Barrier Replacement

All maintenance and repair activities that require alteration to or removal of sections of the barrier shall require replacement with like materials. Installation should include appropriate overlapping/sealing to insure the barrier continues to function as designed, contains contaminants and complies with manufacturers specifications.

4.5 Decontamination

All tools, equipment, and vehicles that come into contact with contaminated materials must be decontaminated and the contaminated materials must be disposed of as described below.

4.6 Disposal

Asbestos-contaminated materials may be reconsolidated beneath protective barriers and/or disposed of off-site at an approved disposal facility. All other non-hazardous debris and wastes must be disposed of in accordance with applicable federal, state, and local regulations.

5.0 RECORDKEEPING AND REPORTING

5.1 Record Keeping

The property owners of the RCAU will maintain records associated with O&M activities and provide DEQ with copies of all project-related documents, including:

- Field Inspection Form with the actions that need to be taken;
- Field Maintenance Form with maintenance and repair activities performed;
- All other pertinent records.

5.2 Reporting

The property owner will submit a written report to DEQ within fifteen (15) calendar days following each O&M activity. A Field Inspection Form and a Field Maintenance Form have been included as Attachments 3 and 4. These forms should be used as the

written report for inspections and maintenance and repair activity. If necessary, additional information may be submitted with the Field Inspection Form and/or Field Maintenance Form.

5.3 Notices and Submissions

All notices, reports or submissions required to be submitted to the DEQ under this O&M Plan shall be directed to the individual at the addresses specified below, unless otherwise provided for by the DEQ in a written notice to the property owner.

Regional Waste & Remediation Manager
Lewiston Regional Office
Idaho Department of Environmental Quality
1118 "F" St.
Lewiston, ID 83501
208-799-4370

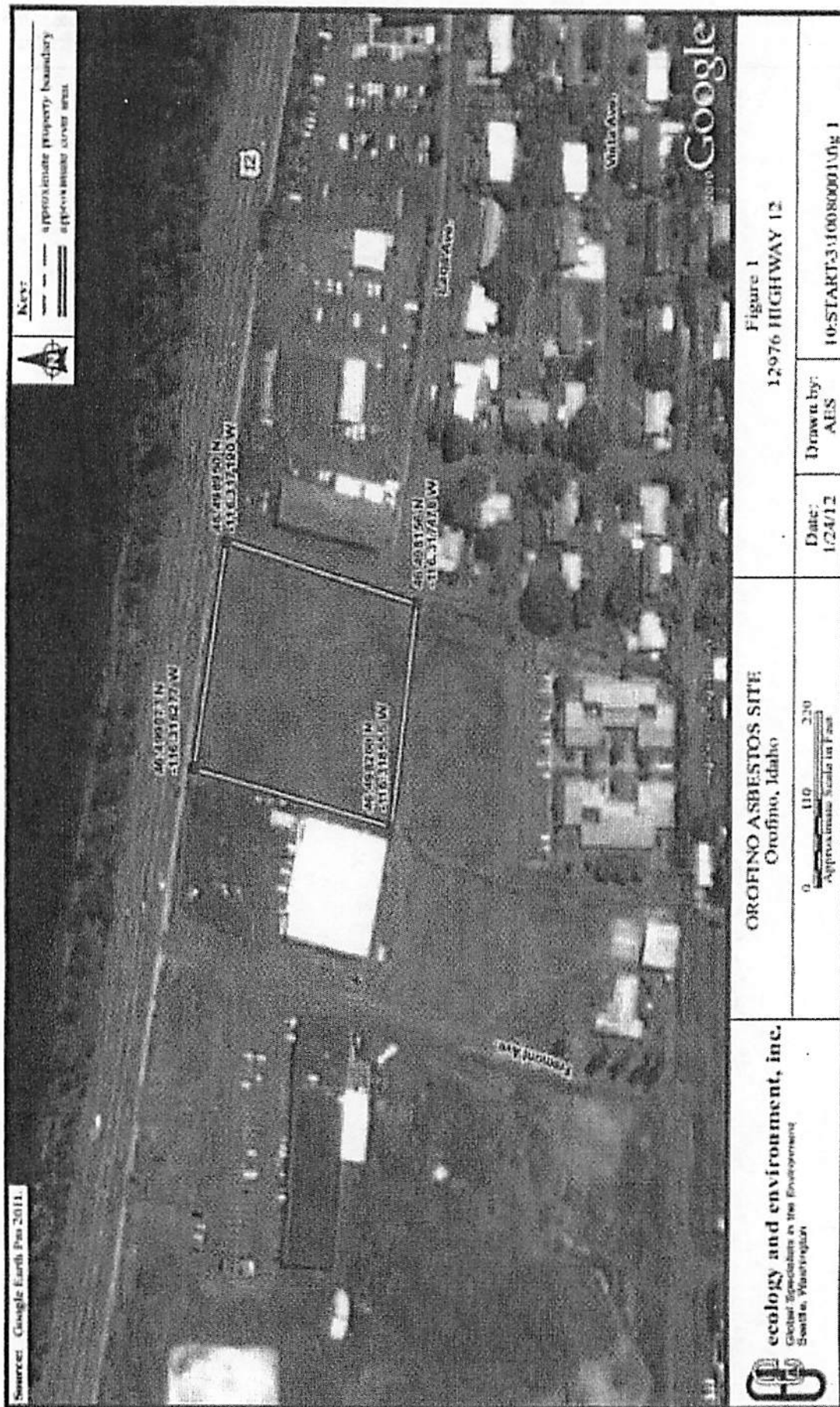
6.0 AMENDMENT

The requirements set forth in this O&M Plan may only be amended or modified in writing signed by the EPA, DEQ and the property owner. Modification to this O&M Plan will require an amendment to the recorded environmental covenant for the property.

ATTACHMENT 1

SITE FIGURE

Orofino Asbestos Site – Riverview Construction Asbestos Unit
Operation and Maintenance Plan



ATTACHMENT 2

SITE RECORD DRAWINGS (AS-BUILD DRAWINGS)

OROFINO ASBESTOS SITE - RIVERVIEW CONSTRUCTION ASBESTOS UNIT
OROFINO, CLEARWATER COUNTY, IDAHO
TDD NO.: 16-02-0006
PAN NO.: 004530.0004.144.01

VICINITY MAP
NTS

SITE LOCATION MAP

1	NAME	1011
2	DATE	10/10/10
3	TIME	10:10
4	LOCATION	1011
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SHEET INDEX	
SHEET NO.	DESCRIPTION OF DRAWINGS
C-1	WIDENING MAIN SYS. LOCATION AND SHEET INDEX
C-2	PRE-DEMOLITION IDENTIFICATION SURVEY
C-3	SITE REMOVAL AND RESTORATION WORK PLAN
C-4	CONTAMINANT WALK DETAILS
C-5	DEMOLITION AND REUSE DETAILS



HALF-SIZE

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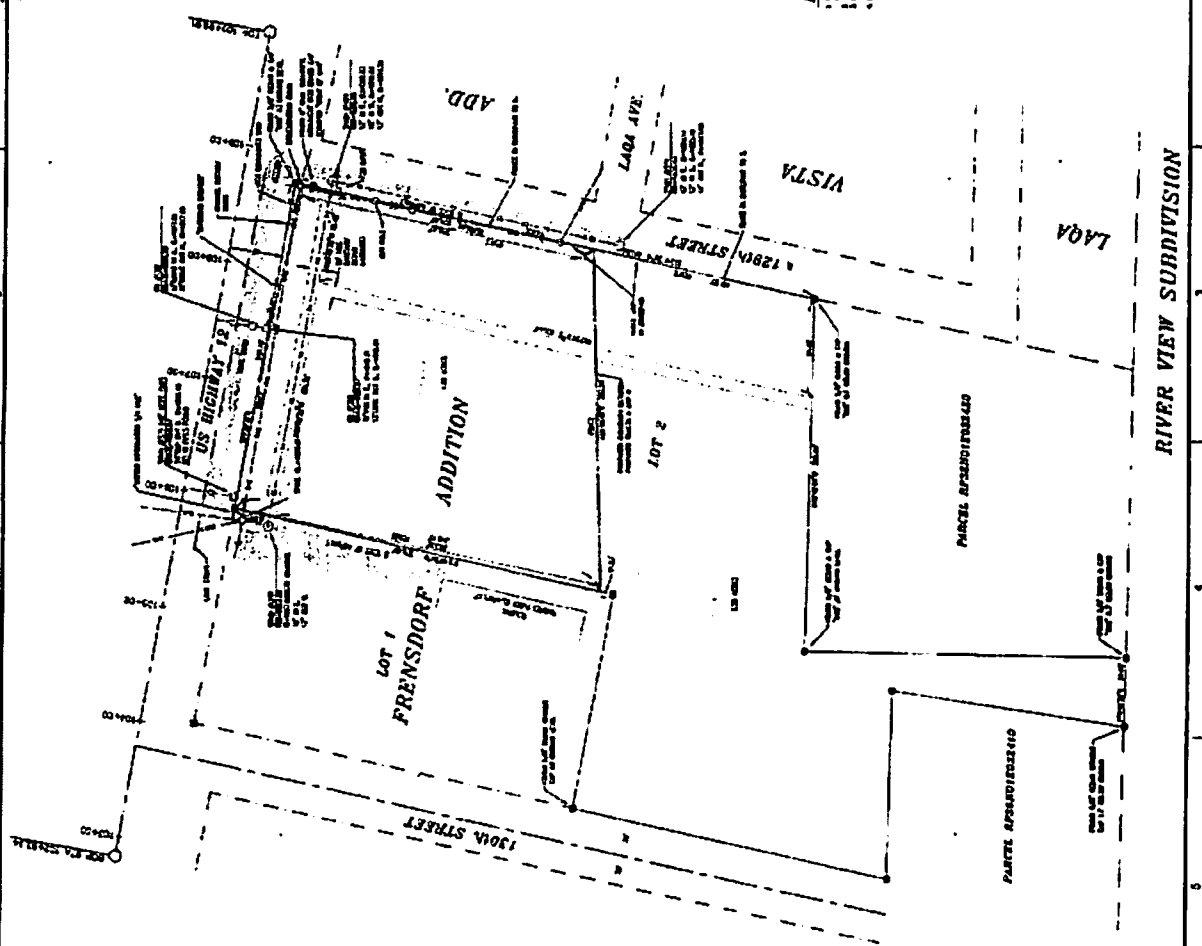
ecology and environment, inc.
 3000 River Road
 P.O. Box 1700
 Seattle, Washington 98101
 (206) 464-4007 www.ecoinc.com



WATER COUNTY	DATE	WATER COUNTY	DATE
WATER COUNTY	DATE	WATER COUNTY	DATE

WATER COUNTY, SITE LOCATION,
AND SHEET INDEX

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SHEET 1 OF 3




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EASEMENTS:

With a lot of help in getting to the hospital, we got out the morning after the accident. I had to walk for a while, but I was able to get out. I was not hurt, but I was a little bit sore. I was not hurt, but I was a little bit sore. I was not hurt, but I was a little bit sore.



HALF-SIZE

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8" x 11" (216 x 330 mm)

SCALE: 1" = 10' (1" = 3.05 m)

DATE: 10/1/2017

Ecology and Construction, Inc.

2001 E. 12th St., Suite 100

Portland, OR 97214

TEL: 503.222.1234

FAX: 503.222.1235

WWW.ECOCORP.COM

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2001 E. 12th St., Suite 100

Portland, OR 97214

TEL: 503.222.1234

FAX: 503.222.1235

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Ecology and Construction, Inc.

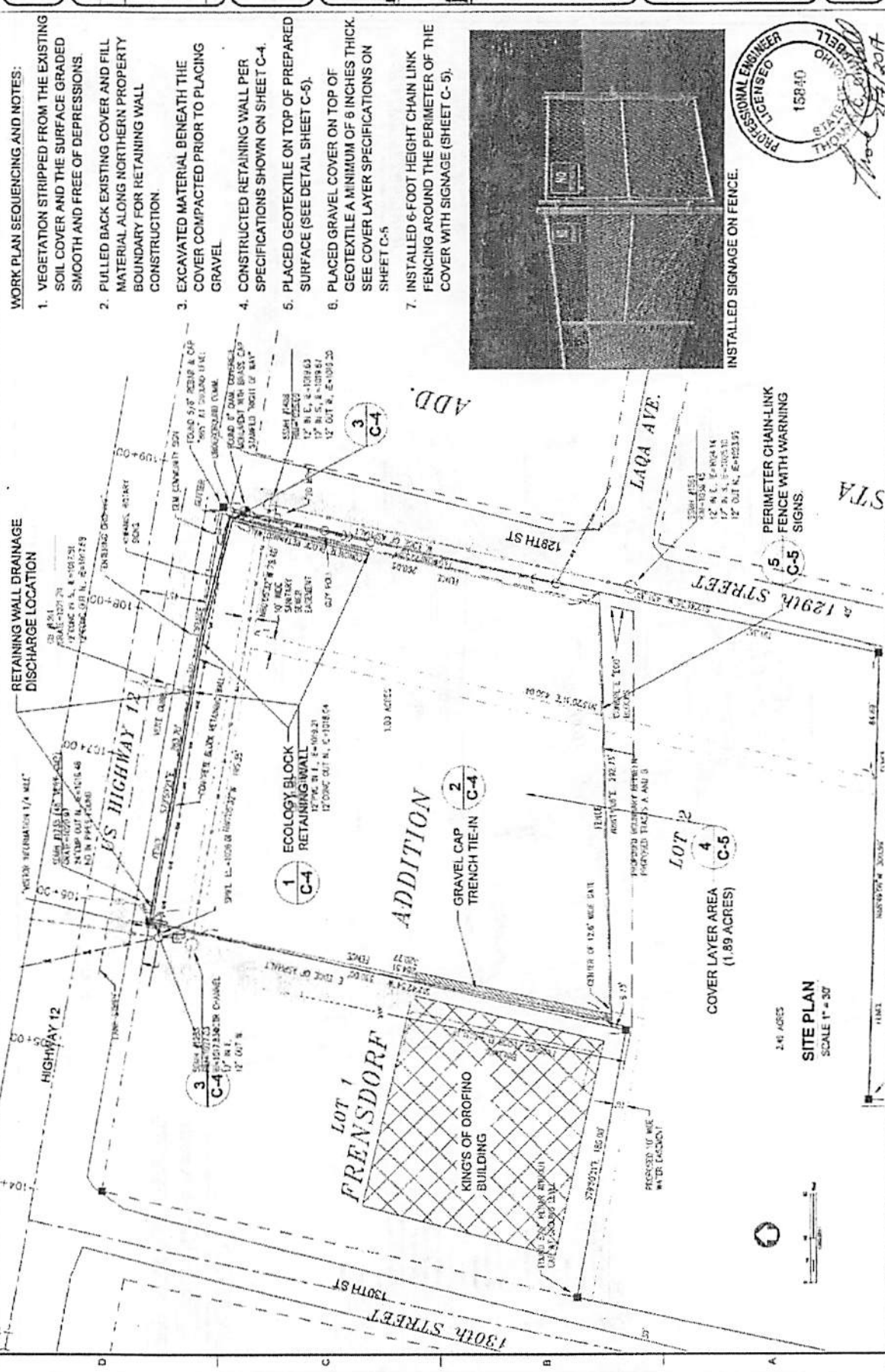
2001 E. 12th St., Suite 100

Portland, OR 97214

TEL: 503.222.1234

FAX: 503.222.1235

WWW.ECOCORP.COM



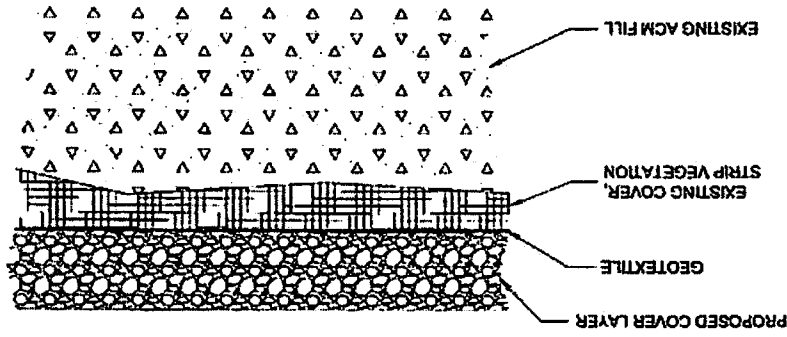
COVER AND GEOTEXTILE NOTES

1. COVER LAYER CONSISTS OF 3/4-INCH MINUS GRAVEL MEETING IDASPEC 703.01 AND 703.04 FOR GRADATION, CONSISTING OF "3/4 IN B PASSING", 6 IN. MIN THICKNESS.
2. SUBGRADE SEPARATION GEOTEXTILE FABRIC USED BETWEEN THE PREPARED EXISTING SOIL COVER AND THE PROPOSED COVER LAYER. OUTER EDGES ARE NOT KEYED INTO SOIL JOINING EDGES OVERLAPPED A MINIMUM OF 2 FEET.
3. GEOTEXTILE CONSISTS OF NONWOVEN FILAMENTS FORMED FROM A PLASTIC YARN OF A LONG CHAIN SYNTHETIC POLYMER COMPOSED OF AT LEAST 85% BY WEIGHT OF POLYOLEFINS, OR POLYESTERS, AND CONTAIN STABILIZERS AND/OR INHIBITORS ADDED TO THE BASE PLASTIC TO MAKE THE FILAMENTS RESISTANT TO ULTRAVIOLET AND HEAT EXPOSURE DEGRADATION. THE FABRIC TEXTURE IS SUCH THAT THE COVER MATERIAL WILL REMAIN IN AN EQUILIBRIUM STATE AND NOT SLIP OR SLIDE. THE FABRIC SHALL BE HOT PROOF, MILDWEAR PROOF, INSECT RESISTANT, HAVE A HIGH DIMENSIONAL STABILITY WHEN SET, HAVE GOOD DRAINAGE CHARACTERISTICS, HAVE A RESISTANCE TO TEAR PROPAGATION IN ALL DIRECTIONS, AND MEET THE MIN CONDITIONS AND ASTM TESTS SPECIFIED IN TABLE C-4.1 AS REQUIRED UNDER ITD STANDARD 718.07, SUBGRADE SEPARATION GEOTEXTILE PROPERTY REQUIREMENTS.

TABLE C-4.1
SEPARATION FABRIC TEST SPECIFICATION - TYPE III

Minimum Conditions	
Test Strength (lbs)	ASTM D 4533
Tear Strength (lbs)	ASTM D 4533
Grab Tensile Strength (lbs)	ASTM D 4533
Puncture Resistance (lbs)	ASTM D 4533
Permeability (sec-1)	ASTM D 4491
Apparent Opening Size (U.S. Standard Sieve Size), ASTM	0.7
D 4751	0.70 or finer

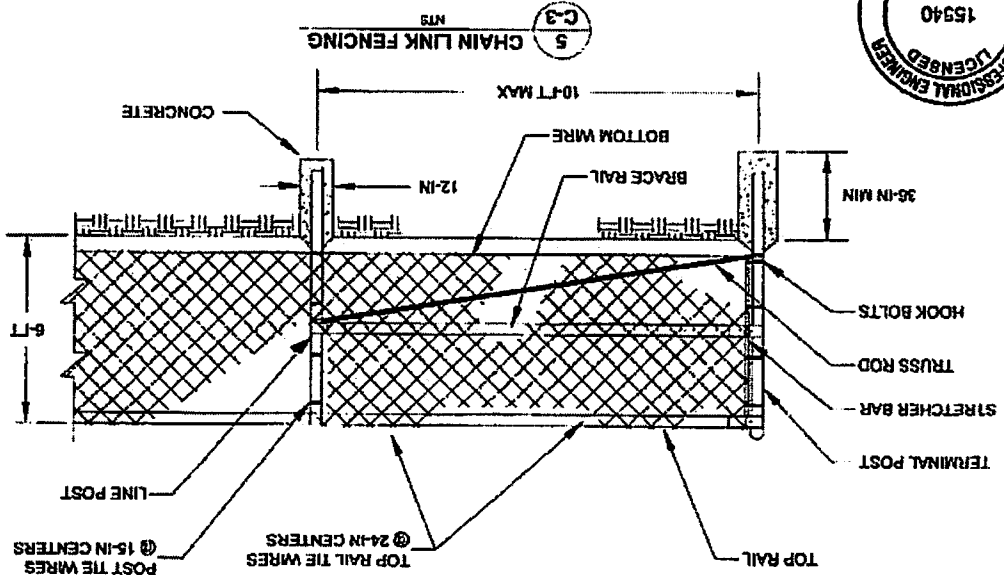
The dual values for strengths for each geotextile type are related to the grab elongation. For geotextiles with elongation which is less than 50%, the first strength values are applied. For geotextiles with elongation which is equal or greater than 50%, the second strength values are applied. Higher strength is required for geotextiles with lower elongation.



C-3
COVER REPAIR DETAILS

FENCE NOTES

1. TRUSS ROD SHALL BE 3/8-IN DIAM. OTHER SHAPE, SIZE, AND WEIGHT REQUIREMENTS FOR FENCE COMPONENTS SHALL MATCH DETAIL 3 AND TABLE C-4.2, TABLE C-4.3, AND TABLE C-4.4.



C-3
CHAIN LINK FENCING

TABLE C-4.2
SHAPE, SIZE AND WEIGHT REQUIREMENTS FOR FENCE POSTS AND RAILS

ITEM	SHAPE	OUTSIDE DIMENSIONS	WEIGHT LBS./LIN. FT.
TERMINAL POSTS**	ROUND	2.375 INCHES	3.65
LINE POSTS	ROUND	1.90 INCHES	2.72
TOP & BRACE RAILS	ROUND	1.66 INCHES	2.27
RAILS	ROUND	1.66 INCHES	1.84

** INCLUDES END, CORNER, ANGLE, INTERSECTION AND INTERMEDIATE BRACED POSTS

TABLE C-4.3
GATE FRAME WEIGHTS SIZE AND WEIGHT

GATE FRAME	OUTSIDE DIMENSIONS INCHES	WEIGHT LBS./LIN. FT.
ROUND	1.86 INCHES	2.27
GRADE II HIGH STRENGTH STEEL		

TABLE C-4.4
GATE POST SIZE AND WEIGHT

GATE POST	OUTSIDE DIMENSIONS INCHES	WEIGHT LBS./LIN. FT.
ROUND	2.875 INCHES	5.79
GRADE B HIGH STRENGTH STEEL		



5/1/17

COVER AND FENCE DETAILS

DESIGNED AND ENGINEERED BY
THOMAS J. BROWNELL
PROFESSIONAL ENGINEER
STATE OF IDAHO
LICENSE NO. 15340
3/1/2017

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ATTACHMENT 3
FIELD INSPECTION FORM

RIVERVIEW CONSTRUCTION ASBESTOS UNIT (RCAU) OF THE OROFINO ASBESTOS SITE
Field Inspection Form

Routine Inspection ☐ or Non-Routine Inspection ☐ Date Inspected: _____ Time: _____ Inspector (printed): _____

Reason for Non-Routine Inspection: _____

Site Structure	Failure Criteria	Criteria Exceeded		Inspection Observations	Recommendation		
		Yes	No		No Action	Monitor	Maintain or Repair
1. Gravel Barrier (see Section 2.2.1 of the O&M Plan)							
Cracks, ruts, gouges or penetrations	Formation of cracks, ruts or gouges on cap \geq 2 inches deep						
Subsidence and differential settlement (mass movement of consolidated materials)	Presence of depressions \geq 5 feet in length and \geq 2 inches deep						
Erosion	Formation of rills or gullies on cap \geq 2 inches deep						
Deep-rooted vegetation	Presence of tree, shrub, brush or other woody or deep-rooted plant growth						
Damage due to wildlife	Presence of burrowing animals, bare areas \geq 10 square feet, or holes \geq 2 inches deep						
Geotextile fabric	Exposure of the fabric and/or any physical damage observed						
ACM on barrier surface	Presence of any ACM on the gravel surface						
Other Gravel Barrier disturbances	Barrier Penetration						
Any other condition	Release of or exposure to ACM or asbestos-contaminated soil						
2. Retaining Structures (see Section 2.2.2 of the O&M Plan)							

RIVERVIEW CONSTRUCTION ASBESTOS UNIT (RCAU) OF THE OROFINO ASBESTOS SITE
Field Inspection Form

Site Structure	Failure Criteria	Criteria Exceeded		Inspection Observations	Recommendation		
		Yes	No		No Action	Monitor	Maintain or Repair
Concrete block joints	Vegetation growth between concrete blocks						
Concrete block joints	Material or evidence of material being washed through joints in blocks						
Retaining structures	Any movement of individual blocks within the structures						
Base of retaining structures	Standing water or saturated soil						
Soil at base of retaining structures	Any movement of soil at the base of the structures						
Any other condition	Areas of the retaining structures that need repair and/or replacement						
3. Fence (see Section 2.2.3 of the O&M Plan)							
Fencing	Loose or damaged posts, or missing post caps, or loose or damaged cable wire fencing						
Signage	Damaged, no longer legible, not fastened, or improperly spaced on all sides						
4. Drainage (see Section 2.2.4 of the O&M Plan)							
Drain pipe	Blockage of the outlet						

RIVERVIEW CONSTRUCTION ASBESTOS UNIT (RCAU) OF THE OROFINO ASBESTOS SITE
Field Inspection Form

Site Structure	Failure Criteria	Criteria Exceeded		Inspection Observations	Recommendation		
		Yes	No		No Action	Monitor	Maintain or Repair
Drain pipe	Any visual damage						
<input type="checkbox"/> Check previous inspection form for potential issues to monitor.							
Additional Explanation/Comments/Notes:							
Areas of potential concern:							
Plans for maintenance and repair:							

RIVERVIEW CONSTRUCTION ASBESTOS UNIT (RCAU) OF THE OROFINO ASBESTOS SITE
Field Inspection Form

Inspector signature: _____ Date: _____
Inspector title: _____ Inspector Affiliation: _____

ATTACHMENT 4

FIELD MAINTENANCE FORM

RIVERVIEW CONSTRUCTION ASBESTOS UNIT (RCAU) OF THE OROFINO ASBESTOS SITE
Field Maintenance Form

Routine Maintenance ☐ or Temporary Maintenance ☐ Date Completed: _____ Inspector (printed): _____

Reason for Temporary Maintenance: _____

Site Structure	Failure Criteria	Suggested Maintenance and Repair	Maintenance and Repair Completed ^{1,2}
1. Gravel Barrier (see Section 3.1 of the O&M Plan)			
Cracks, ruts, gouges or penetrations	Formation of cracks, ruts or gouges on cap ≥ 2 inches deep	Place three-quarter inch minus crush rock to ensure minimum barrier thickness of 4 to 6 inches.	
Subsidence and differential settlement (mass movement of consolidated materials)	Presences of depressions ≥ 5 feet in length and ≥ 2 inches deep	Place three-quarter inch minus crush rock to ensure minimum barrier thickness of 4 to 6 inches.	
Erosion	Formation of rills or gullies on cap ≥ 2 inches deep	Place three-quarter inch minus crush rock to ensure minimum barrier thickness of 4 to 6 inches.	
Deep-rooted vegetation	Presence of tree, shrub, brush or other woody or deep-rooted plant growth	Remove plant growth in such a manner that the gravel is not disturbed.	
Damage due to wildlife	Presence of burrowing animals, bare areas ≥ 10 square feet, or holes ≥ 2 inches deep	Place three-quarter inch minus crush rock to ensure minimum barrier thickness of 4 to 6 inches.	
Geotextile Fabric	Exposure of the fabric and/or any physical damage observed	Recover with three-quarter inch minus crush rock to ensure minimum barrier thickness of 4 to 6 inches. If damaged, patch damaged area with geotextile fabric patch leaving a two foot overlap between patch and original fabric	
ACM on barrier surface	Presence of any ACM on the gravel surface	Remove, double bag and dispose of ACM that is on the surface	
Other disturbances	Barrier penetration	Place three-quarter inch minus crush rock to ensure minimum barrier thickness of 4 to 6 inches.	
Any other condition	Release or exposure to ACM or asbestos-contaminated soil	Remove, double bag and dispose of ACM that is on the surface. Repair geotextile liner as appropriate. Place three-quarter	

RIVERVIEW CONSTRUCTION ASBESTOS UNIT (RCAU) OF THE OROFINO ASBESTOS SITE
Field Maintenance Form

Site Structure	Failure Criteria	Suggested Maintenance and Repair	Maintenance and Repair Completed ^{1, 2}
		inch minus crush rock to ensure minimum barrier thickness of 4 to 6 inches.	
2. Retaining Structures (see Section 3.2 of the O&M Plan)			
Concrete block joints	Vegetation growth between concrete blocks	Promptly remove vegetation without damaging retaining structure	
Concrete block joints	Material or evidence of material being washed through joints in blocks	Monitor for progressive deterioration. Report issues that persist for no less than 3 months to DEQ for further assessment and consideration of the need for mitigation measures.	
Retaining structures	Any movement of individual blocks within the structures	Monitor for progressive deterioration. Report issues that persist for no less than 3 months to DEQ for further assessment and consideration of the need for mitigation measures.	
Base of retaining structures	Standing water or saturated soil	Monitor for progressive deterioration. Report issues that persist for no less than 3 months to DEQ for further assessment and consideration of the need for mitigation measures.	
Soil at base of retaining structures	Any movement of soil at the base of the structures	Monitor for progressive deterioration. Report issues that persist for no less than 3 months to DEQ for further assessment and consideration of the need for mitigation measures.	
Any other condition	Areas of the retaining structures that need repair and/or replacement	Monitor for progressive deterioration. Report issues that persist for no less than 3 months to DEQ for further assessment and consideration of the need for mitigation measures.	
3. Fence (see Section 3.3 of the O&M Plan)			
Fencing	Loose or damaged posts, or missing post caps, or loose or damaged cable	Repair loose posts. Replace damaged posts. Replace missing post caps. Repair loose or damaged chain link sections.	

RIVERVIEW CONSTRUCTION ASBESTOS UNIT (RCAU) OF THE OROFINO ASBESTOS SITE
Field Maintenance Form

Site Structure	Failure Criteria	Suggested Maintenance and Repair	Maintenance and Repair Completed ^{1, 2}
	wire fencing		
Signage	Damaged, no longer legible, not fastened, or improperly spaced on all sides	Repair loose signs. Replace missing, damaged or illegible signs.	
4. Drainage (see Section 3.4 of the O&M Plan)			
Drain pipe	Blockage of the outlet	Remove blockage	
Drain pipe	Any visual damage	Repair or replace pipe as appropriate in coordination with DEQ (replace pipe, insert sleeve or liner, etc)	
Additional Explanation/Comments/Notes:			
Areas of potential concern:			

1. Maintenance and repairs that may result in the release of or exposure to ACM or contaminated soil must be performed by a licensed asbestos contractor with

RIVERVIEW CONSTRUCTION ASBESTOS UNIT (RCAU) OF THE OROFINO ASBESTOS SITE
Field Maintenance Form

certified asbestos supervisors and workers.

2. The specifics of any repairs associated with damage to the gravel barrier, including the timeframe until a permanent repair is made, will be developed on a case-specific basis and will be subject to Monitoring Agency approval.

Inspector signature: _____ Date: _____

Inspector title: _____ Inspector Affiliation: _____