

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7178

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROSPECTIVE PURCHASER AGREEMENT WITH THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE 13.4 ACRES OF REAL PROPERTY LOCATED AT 715 NW HOYT STREET IN THE RIVER DISTRICT URBAN RENEWAL AREA

WHEREAS, the Portland Development Commission (“PDC”) intends to purchase from the United States Postal Service 13.4 acres of real property located at 715 NW Hoyt Street in the River District Urban Renewal Area (“Downtown Property”);

WHEREAS, the Downtown Property has been contaminated by past railroad and other uses;

WHEREAS, the Downtown Property is subject to Oregon Department of Environmental Quality (“DEQ”) regulatory authority;

WHEREAS, PDC intends to facilitate the redevelopment of the Downtown Property;

WHEREAS, PDC desires to mitigate environmental liability associated with ownership and redevelopment of the Downtown Property;

WHEREAS, Oregon Revised Statutes 465.327 authorizes DEQ to enter into a Prospective Purchaser Agreement (“PPA”) with parties that intend to purchase contaminated property;

WHEREAS, PDC and DEQ have negotiated a PPA for the Downtown Property;

WHEREAS, the PPA governs the conditions under and degree to which PDC may undertake cleanup of the Downtown Property;

WHEREAS, the PPA is assignable to successors of PDC including developers;

WHEREAS, the PPA is in the form of a Consent Judgement, a Scope of Work, and a Master Remedial Action Plan;

WHEREAS, the PPA is currently subject to a 30-day public review and comment period and public hearing was held April 6, 2016, but no members of the public appeared; and

WHEREAS, the PPA is reflected in the following draft documents: Prospective Purchaser Agreement Consent Judgement, attached hereto as Exhibit A; Prospective Purchaser Agreement Scope

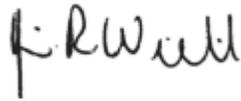
of Work, attached as Exhibit B; and Prospective Purchaser Agreement Master Remedial Action Plan, attached as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is authorized to execute a PPA that is substantially in accord with the draft documents attached hereto as Exhibits A, B, and C;

BE IT FURTHER RESOLVED, that the Executive Director is authorized to change the PPA if such change does not materially increase PDC's costs or risks as determined by the Executive Director after consultation with PDC's General Counsel; and

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon its adoption.

Adopted by the Portland Development Commission on April 20, 2016

A handwritten signature in black ink, appearing to read "Gina Wiedrick". The signature is written in a cursive, somewhat stylized font.

Gina Wiedrick, Recording Secretary

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7178

EXHIBIT A

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROSPECTIVE PURCHASER AGREEMENT WITH THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE 13.4 ACRES OF REAL PROPERTY LOCATED AT 715 NW HOYT STREET IN THE RIVER DISTRICT URBAN RENEWAL AREA

Exhibit A includes this cover page and contains 34 pages:

- Consent Judgment: State of Oregon Department of Environmental Quality v. Portland Development Commission
 - Exhibit A: Vicinity Map [not included at this time]
 - Exhibit B: Property Legal Description [not included at this time]
 - Exhibit C: Scope of Work[not included at this time]
 - Exhibit D: Service List[not included at this time]

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, ex rel.
JONI HAMMOND, ACTING DIRECTOR
DEPARTMENT OF ENVIRONMENTAL
QUALITY

Plaintiff,

v.

Portland Development Commission,

Defendant

Case No. _____

CONSENT JUDGMENT
General Judgment

<u>Contents</u>	<u>Page</u>
1. <u>Purpose</u>	3
2. <u>Stipulations and Findings</u>	3
3. <u>Work to be Performed</u>	13
A. <u>Scope of Work</u>	13
B. <u>Modification of SOW or Related Work Plans</u>	13
C. <u>Additional Measures</u>	14
D. <u>Site Restrictions and Periodic Reviews</u>	14
4. <u>General Provisions</u>	15
A. <u>Project Managers</u>	15
B. <u>Supervising Contractor</u>	15
C. <u>DEQ Approvals</u>	16
D. <u>Access to Property</u>	17
E. <u>Records</u>	17
F. <u>Notice and Samples</u>	18
G. <u>Quality Assurance</u>	19

H. <u>Progress Reports</u>	19
I. <u>Other Applicable Laws</u>	20
J. <u>Reimbursement of DEQ Costs</u>	20
K. <u>Financial Assurance</u>	21
L. <u>Force Majeure</u>	23
M. <u>Dispute Resolution</u>	23
N. <u>Effect of Consent Judgment</u>	24
O. <u>Indemnification and Insurance</u>	25
P. <u>Parties Bound</u>	26
Q. <u>Modification</u>	26
R. <u>Recording</u>	27
S. <u>Service</u>	27
5. <u>Releases from Liability and Covenant Not to Sue</u>	27
6. <u>Third-Party Actions</u>	29
7. <u>PDC Waivers</u>	30
8. <u>Benefits and Burdens Run with the Land</u>	30
9. <u>Certification of Completion</u>	31
10. <u>Continuing Jurisdiction</u>	33

Exhibit A: Vicinity Map

Exhibit B: Property Legal Description

Exhibit C: Scope of Work

Exhibit D: Service List

1. Purpose

A. This Consent Judgment is filed simultaneously with and for the purpose of resolving the underlying complaint by the State of Oregon. Plaintiff State of Oregon *ex rel.* the Director of the Department of Environmental Quality (“DEQ”) and Defendant Portland Development Commission (“PDC”) (collectively, the “Parties”) desire to resolve this action without litigation and have agreed to entry of the Consent Judgment without admission or adjudication of any issue of fact or law. The mutual objectives of the Parties are: (a) to protect public health, safety, and welfare and the environment in accordance with ORS 465.200 through 465.410, and regulations promulgated thereto, and (b) to facilitate productive reuse of property; and (c) to provide PDC with protection from potential liabilities in accordance with applicable law.

B. PDC is acquiring the Property and agreeing to undertake the obligations of this Consent Judgment with the express expectation that such commitments are necessary and prudent prerequisites to Redevelopment. PDC intends to acquire the Property and abide by the terms of this Consent Judgment with the expectation that other public agencies and private parties are necessary partners for implementation of Redevelopment. Consequently, this Consent Judgment is further intended to acknowledge PDC’s plan to prepare the Property for Redevelopment and to convey part or all of the Property to partners for implementation of such Redevelopment and for management of longer term obligations including compliance with this Consent Judgment.

2. Stipulations and Findings

A. PDC stipulates:

- (1) To entry of this Consent Judgment;
- (2) To perform and comply with all provisions of this Consent Judgment; and
- (3) To not litigate, in any proceeding brought by DEQ to enforce this Consent Judgment or to assess penalties for noncompliance with this Consent Judgment, any issue other

than PDC's compliance with this Consent Judgment.

B. DEQ and PDC stipulate:

(1) For the purposes of this Consent Judgment, the "Facility," as defined in ORS 465.200(13), means: (a) the Property; and (b) the full extent of existing known or unknown contamination by hazardous substances of any media on, above, or below the Property, or that has migrated, might have migrated, or hereafter migrates to anywhere from the Property.

(2) For the purposes of this Consent Judgment, "Matters Addressed" means all investigation, removal, and remedial actions taken or to be taken and all remedial action costs incurred or to be incurred at or in connection with a release of hazardous substances at the Facility.

(3) For the purposes of this Consent Judgment, "Existing Hazardous Substance Releases" means: (a) any release of hazardous substances, as defined in ORS 465.200, at the Facility existing as of the date of PDC's acquisition of ownership or operation of the Property; (b) any spill or release of oil or hazardous material, as defined in ORS 466.605, at the Facility existing as of the date of PDC's acquisition of ownership or operation of the Property; and (c) the entry of oil into the waters of the state, as defined in ORS 468B.300, from the Facility before the date of PDC's acquisition of ownership or operation of the Property.

C. DEQ finds, and PDC neither admits nor denies:

(1) The Portland Development Commission (PDC) is the City of Portland's economic development agency, established in 1958 pursuant to Chapter 15 of the Portland City Charter. PDC is responsible for carrying out the City's job creation and economic development objectives.

(2) The property proposed for acquisition by PDC, currently owned by the United States Postal Service (USPS) is an approximately 13.4-acre site located at 715 NW Hoyt Street, Multnomah County, Oregon, in Section 34, Township 1 North, Range 1 East, of the Willamette Meridian (the "Property"). The location of the Property is illustrated generally in the

Vicinity Map, Exhibit A to this Consent Judgment. The legal description of the Property is set forth in Exhibit B to this Consent Judgment. All attachments are incorporated into this Consent Judgment by this reference.

(3) The eastern area of the Property (9.0-acre tax lot 100) was owned by the Northern Pacific Terminal Company (NPTC), later becoming Portland Terminal Railroad Company (PTRR) from 1882 to 1959. The same entity owned the western portion of the Property (4.4-acre tax lot 200) from 1882 to 1974. NPTC/PTRR used the entire Property for rail yard operations. Rail yard operations included numerous track lines and, for a brief period of time, a railroad turntable. Rail car repair and cleaning were performed along the west side of the Property in the 1890s and early 1900s (Coach Cleaning Area), while freight depots operated in the eastern portion of the Property from the 1890s to later 1950s. A Pintsch Manufactured Gas Plant (MGP) operated in the northwest corner of the Property from approximately 1893 to the 1930s, producing compressed gas from naphtha-grade oil for the lighting of railroad cars. MGP process equipment included an above-ground gas holder, high-pressure tanks, a tar well, and oil tanks. No definitive information has been found regarding operations and waste disposal practices at the former MGP. USPS purchased the eastern half of the Property in 1959, and subsequently sold it in 1960. The USPS then leased and began operation of the Postal & Distribution Center (P&DC) on the eastern portion of the Property in 1962. In 1974 USPS purchased the eastern and western halves of the Property, forming the Property as it is configured today. The P&DC and Vehicle Maintenance Facility (VMF) buildings were constructed in 1962, and the parking structure in 1987. The Property is currently used for the processing and distribution of mail, a Main Post Office for public retail mail services, the VMF building for repair and maintenance of USPS vehicles, and the parking structure for employee parking.

(4) Plans for Property and Public Benefit:

(a) PDC's Plans for the Property.

The PDC plans to purchase the 13.4 acre Property, which is located in the

River District Urban Renewal Area, for mixed use redevelopment. Based on the current preferred concept site plan (which is subject to change and further refinement): the total forecasted development is approximately 3,800,000 gross square feet and is programmed one-third commercial, two-thirds residential; thirty percent of residential square footage is reserved for affordable housing; interim reuse of the existing P&DC building and parking structure is assumed in the first phase; approximately 2,000 new parking spaces are estimated in above grade structure; proposed public realm includes two new park blocks (65,000 square feet); extension of Johnson Street and a portion of Park Avenue through the Property (80-foot width, 104,000 square feet); access from the Broadway Bridge into the Property via extension of the Green Loop bike and pedestrian path through the Property; and activation of the Broadway bridgehead, viaducts, and Union Station public space. After PDC acquires the Property, the USPS will be constructing a new postal processing and distribution facility in Multnomah County and moving into that facility within a projected two year timeframe. During that time, PDC plans to lease the Property back to the USPS. When USPS moves into its new facility, PDC will take possession of the Property. After taking possession PDC intends to create Sub-Parcels suitable for Redevelopment purposes, with some Sub-Parcels transferred to private ownership, others to other public ownership, and some remaining with PDC.

(b) Public Benefit.

Re-development is anticipated to be completed via a public-private partnership, and targeted to result in the following public benefits: maintenance of “Existing Site Use” Remedial Actions for Soil and Groundwater pending redevelopment in accordance with the 2010 Record of Decision (ROD), referenced below, and defined in the Scope of Work (SOW) attached as Exhibit C, hereto; remedial actions in accordance with the ROD and the SOW; redevelopment of underutilized contaminated property; creating jobs (construction, commercial, retail, real estate). Public benefits as defined in the Broadway Corridor Framework Plan adopted by Portland City Council include: Public Realm & Transportation; Parks; Exchange Place under

and adjacent to Broadway ramp near Union Station; overlook plaza at Broadway; tree canopy coverage; Pedestrian/Bike/Auto Connections; Multi-Modal Streets on extensions of Johnson Street and Park Avenue; Regional Green Loop pedestrian & bicycle connection; Protected bikeways; Pedestrian/local connections; Commute Trip Goals; Sustainability (Potable Water Use Reduction; Energy Use Reduction; Waste Reduction; Transportation and Carbon Goals); Shared Prosperity (Mixed Income Community; affordable to low- to moderate-income units; Commercial space for firms with a middle-income wage or higher; Commercial space for firms owned by underrepresented populations in Portland looking to grow in the Central City); Contracting (Goal of 20+% of construction and professional services costs performed by Minority-Owned, Women-Owned, Disadvantaged and Emerging Small Businesses); Job Density (Goal of 300+ jobs per acre, on par or better than the Central Business District; goal of 4,000 jobs in final build-out); Return on Public Investment; Private investment leverage; and property tax generation;

(5) Soil and groundwater contamination related to past practices at the Property, including historical rail yard activities and placement of contaminated fill, were identified during the Remedial Investigation. In the northwest Property corner where the MGP formerly operated, additional impacts to both soil and groundwater have been observed, including elevated volatile organic compounds (VOCs) and polynuclear aromatic hydrocarbons (PAHs). Contamination in this area appears to be primarily related to the MGP, and extends off-site to the north, northeast, and west below NW 9th Avenue and NW Lovejoy, and onto/below adjoining properties. A general summary of soil, groundwater and other contamination is provided below. A summary of prior environmental investigations is provided in the Master Remedial Action Work Plan (MRAP), which is Attachment A to the SOW. The contaminants described in this Section 5 are “hazardous substances” within the meaning of ORS 465.200(16). The presence of hazardous substances at the Property constitutes a “release” of hazardous substances within the meaning of ORS 465.200(22), and makes the Property a “facility” within the meaning of ORS 465.200(13).

(a) Soil Contamination.

Metals, total petroleum hydrocarbons (TPH), and PAHs have been detected at elevated concentrations in a number of Property areas. Outside of the northwest Property corner (MGP area), contamination is present primarily in shallow soil (less than 5 feet below ground surface), and appears to be associated primarily with historical use of the Property as a rail yard and/or contaminated fill. Arsenic detections exceed DEQ's regional background concentration of ~8 mg/kg, with a maximum of 50.9 mg/kg detected in the northern portion of the Property. Lead is elevated above background in a number of Property areas with the maximum detected concentration of 3,020 mg/kg in the Coach Cleaning Area, but typically below DEQ's residential risk-based screening value of 400 mg/kg in other areas of the Property. PAHs are notably elevated in the Electrical Utility Vault and the MGP areas. Impacts in the former are shallow, but in the latter extend below the top of the water table. The notable risk-driver in soil is PAHs, in particular benzo(a)pyrene. VOCs have generally not been detected in site soil. TPH related to former underground storage tanks (USTs) has been detected below both the VMF building, and near the southern Property boundary. Sampling has not been completed below Property buildings to date; the ROD presumes that contaminated soil may be present below Property buildings (P&DC building and parking structure) pending data collection in these areas.

(b) Groundwater Contamination.

Groundwater contaminants at the Property are mainly VOCs and PAHs related to the MGP. Benzene and other organic compounds were also detected. In the Electrical Utility Vault area, low level PAHs (<1 ug/L) were detected in limited groundwater investigation work. Given the apparent absence of deeper soil impacts, groundwater sampling was not performed in the Former Coach Cleaning Area, Parking Garage Area, or the eastern portion of the Property (including below the main P&DC building). Groundwater beneath the VMF building was not encountered during UST decommissioning as noted in a DEQ No Further Action letter issued on June 13, 1997. Off-site contamination is present (largely) in groundwater

north of the former MGP, associated with gas plant releases. Shallow groundwater contains VOCs and PAHs, notably benzene and naphthalene, and some free product has been observed.

(c) Off-Site Contamination.

Contamination from past releases from the Property historically migrated to adjacent properties, generally to the north and west of the northwest corner of the Property. Contamination associated with past MGP releases has been identified within the abandoned Tanner Creek Sewer located below NW 9th Avenue (north of NW Irving Street and extending north towards the Willamette River). DEQ determined in the ROD that additional off-site investigation of MGP-related releases was not warranted by the owner of the Property, anticipating completion of this work by former Property owner PTRR (which was the Property owner during MGP operations). A 2015 "Abandoned Tanner Creek Sewer and 9th and Lovejoy Street Investigation Summary Report" (CH2MHILL, 2015) prepared on the behalf of PTRR has been reviewed by DEQ, with the agency noting that impacts from the former MGP operations may extend north to the (City of Portland) Centennial Mills property located adjacent to the Willamette River. DEQ intends to work with PTRR to further investigate the degree to which past releases associated with the MGP may still be impacting the Abandoned Tanner Creek Sewer and contributing to releases in the sewer system at Centennial Mills and, if such investigations so justify, to take appropriate remedial action. This Consent Judgement does not compel PDC or a subsequent Owner to undertake cleanup or source control activity associated with past off-site releases from the Facility.

(6) Pursuant to ORS 465.255(1)(b), PDC could become liable to DEQ and other persons for releases of hazardous substances at or from the Property by becoming the owner or operator of the Property with actual or constructive knowledge of the releases. On January 14, 2016, PDC applied to DEQ for a "prospective purchaser" agreement under ORS 465.327 and agreed to reimburse DEQ's costs of technical review and preparation. This Consent Judgment is intended to protect PDC from potential liability for pre-acquisition releases of hazardous

substances at or from the Property, in return for PDC undertaking certain obligations, as described in this Consent Judgment. In determining to propose this Consent Judgment, DEQ considered reasonably anticipated future land uses at the Property and surrounding properties and consulted with the City of Portland. This Consent Judgment is entered into pursuant to ORS 465.325 and ORS 465.327.

(7) Pursuant to ORS 465.320, on April 30, 2010, DEQ published notice of a proposed remedial action and provided opportunity for public comment. Comments received on the proposed remedial action were considered by DEQ, as shown in the administrative record. DEQ's Northwest Region Administrator selected the remedial action set forth in the ROD. The remedial actions selected in the ROD, for both Existing Site Use and for Hypothetical Site Use (which includes Redevelopment), are reasonable and necessary to protect human health and the environment and require the following:

(a) Remedial Actions for "Existing Site Use":

Maintenance of the existing site cover (paving and buildings over the entire Property) as a cap; Minimizing occupational worker exposure to impacted soil by maintaining existing limited use in the MGP and Electrical Utility Vault areas of the Property; use of engineering and institutional controls (personal protective equipment as necessary and limitations on Property access) to prevent exposure of excavation workers to contaminated soils and groundwater; Recording of a Sub-Parcel Specific EES with the property deed summarizing information on Property contamination, worker notification and protection requirements, cap inspection and maintenance requirements, acknowledging the requirements set forth in the CMMP, and prohibiting use of groundwater for drinking or any other purposes.

(b) Remedial Action for "Hypothetical Future Use"

(i) Remedial Action for Soil.

Maintenance of the existing site cover (paving and buildings) until redevelopment occurs, and temporary capping and access restrictions if cover is compromised

or removed; Concurrent with redevelopment, capping of areas of where soil exceeds acceptable risk levels with a demarcation layer and a minimum of two feet of clean fill (landscape areas) or hardscape (buildings and paved areas). Cap specifications for paved/building areas to be determined in a remedial design document and subject to DEQ approval; Excavation of soil exceeding hot spot concentrations (>100x relevant risk-based concentration or RBC for individual carcinogenic contaminants) in the Electrical Utility Vault and MGP areas, and off-site disposal of excavated soil at a Subtitle D landfill or other DEQ-approved facility. This action will require confirmatory sampling to ensure that all hot spot soils are removed; Installation of a vapor mitigation system in the MGP and Electrical Vault areas to prevent exposure to soil contamination via vapor migration, or additional investigation to demonstrate that a vapor mitigation system is not needed. Removal of two pockets of petroleum contamination beneath existing Property buildings, as described in DEQ's June 13, 1997 approval letter for decommissioning of Property underground storage tanks (USTs); or completion of a risk analysis confirming that residual contamination does not pose a risk under the appropriate site use scenarios; Implementation of engineering controls, as necessary following hot spot removal and any other soil removal related to Property development, to prevent unacceptable exposure to contaminated soils by excavation workers. Controls are to be outlined in a new CMMP, including protocols for worker notification and requirements for personal protective equipment (PPE), dust suppression, soil management protocols, Property access restrictions, et; Recording of a revised Easement and Equitable Servitudes ("EES") with the property deed (unless the EES recorded by USPS is determined to be adequate), outlining site hazards, cap inspection and maintenance requirements, and acknowledging the requirements set forth in the CMMP.

(ii) Remedial Action for Groundwater.

Installation of a vapor mitigation system in the MGP area to prevent urban residential exposure to groundwater contamination via vapor migration. If some or all of

impacted groundwater is removed as part of Property development, or site use under redevelopment does not include residents as expected, residual risk analysis will be necessary to confirm that vapor risk has been addressed and mitigation is not necessary; Implementation of engineering controls, as necessary, to prevent unacceptable exposure to contaminated groundwater in an excavation in the former MGP area. Controls are to be outlined in a CMMP, and include protocols for worker notification and requirements for PPE, groundwater management protocols, Property access restrictions, etc.; Recording of an EES with the property deed prohibiting use of groundwater for drinking or any other purposes where human contact might occur, if such an EES has not been recorded previously. A more detailed description of selected actions for the USPS Property can be found in ROD Section 8: DEQ Selected Remedial Action.

(8) On [Date], DEQ published notice of this proposed Consent Judgment and provided opportunity for public comment in accordance with ORS 465.320(1) and 465.325(4)(d). [Insert public meeting date and oral comments received, if applicable.] The comment period ended [Date]. Comments were received and considered by DEQ, as documented in the administrative record.

- (9) Consistent with ORS 465.327(1):
- (a) PDC is a “person” within the meaning of ORS 465.200(21);
 - (b) PDC is not currently liable under ORS 465.255, 466.640, or 468B.310 for the Existing Hazardous Substance Releases;
 - (c) Removal or remedial action is necessary at the Property to protect human health or the environment;
 - (d) PDC’s ownership and operation of the Property will not cause, contribute to, or exacerbate existing contamination, increase health risks, or interfere with remedial measures at the Property; and
 - (e) A substantial public benefit will result from this Consent Judgment.

(10) Based on the administrative record, the Director of DEQ determines that: (a) the release from liability set forth in Subsection 5.B satisfies the criteria set forth in ORS 465.327(1); (b) the covenant not to sue set forth in Subsection 5.D satisfies the criteria set forth in ORS 465.325(7)(a) and (d); and (c) this Consent Judgment and PDC's commitments under this Consent Judgment will expedite removal or remedial action, minimize litigation, be consistent with rules adopted under ORS 465.400, and be in the public interest.

3. Work to be Performed

A. Scope of Work

PDC will carry out the Work to be Performed for the Property in accordance with the terms and schedules set forth in the SOW and such work is reasonable and necessary to protect human health and the environment for both Existing Site Use and for Hypothetical Site Use (which includes Redevelopment).

B. Modification of SOW or Related Work Plans

(1) If DEQ determines that modification to the work specified in the SOW and/or in work plans developed pursuant to the SOW is necessary in order to implement or maintain the effectiveness of the remedy set forth in the ROD, or as required by the SOW, DEQ may require that such modification be incorporated in the SOW and/or a Sub-Parcel Specific Remedial Action Plan; provided, any such modification may be required pursuant to this paragraph only to the extent that the modification is consistent with the scope of the remedy selected in the ROD and consistent with the requirements of the SOW.

(2) Subject to dispute resolution under Subsection 4.M., PDC will modify the SOW and/or work plans as required by DEQ and implement any work required by the modifications. Before invoking dispute resolution under Subsection 4.M., PDC and DEQ will make a good-faith effort to resolve any dispute regarding DEQ-requested modifications by informal discussions for no more than 30 days following notice from DEQ of a requested modification.

C. Additional Measures

PDC may elect at any time during the term of this Consent Judgment to undertake measures, beyond those required under this Consent Judgment and the SOW, necessary to address the release or threatened release of hazardous substances at the Property. Such additional measures are subject to prior approval by DEQ. DEQ's approval will be granted if DEQ determines that the additional measures are consistent with the remedial action objectives in the ROD and with the requirements of the Master Remedial Action Plan.

D. Site Restrictions and Periodic Reviews

(1) Following entry of this Consent Judgment, PDC will comply with the existing Easement and Equitable Servitude dated October 8, 2011 and filed with the County Clerk, Multnomah County, Document #2011-111086, (hereafter and as defined in the SOW, "2011 EES"). As provided in the MRAP, PDC will implement and comply with any future Sub-Parcel Specific EES required by the DEQ upon completion of the work under the SOW. Upon execution of such a new Sub-Parcel Specific EES, that Sub-Parcel shall be removed from, and shall no longer be subject to, the 2011 EES (which shall be accomplished by amended thereto).

(2) The Property and any Sub-Parcel subject to a Sub-Parcel Specific EES may be freely alienated at any time after recording, provided the deed or other instrument of conveyance refers to or incorporates the applicable EES.

(3) Any deed, title, or other instrument of conveyance regarding the Property, Sub-Parcel, or other portion of the Property must contain a notice that such Property is the subject of this Consent Judgment. PDC, in any such deed, title or other instrument of conveyance, must also reserve such access (by easement, right-of-way, or otherwise) as might be necessary to carry out PDC's obligations under this Consent Judgment.

(4) At least once every five years, DEQ will review the remedy to ensure that the Property remains protective of public health, safety, and welfare and the environment. Periodic reviews will include evaluation of monitoring data, progress reports, inspection and maintenance

reports, land and water uses, compliance with institutional controls, and any other relevant information.

4. General Provisions

A. Project Managers

(1) To the extent possible, all reports, notices, and other communications required under or relating to this Consent Judgment must be directed to:

DEQ Project Manager

Dan Hafley
Department of Environmental Quality
Northwest Region
700 NE Multnomah St., Suite #600
Portland, OR 97232
Phone: 503-229-5417
hafley.dan@deq.state.or.us

PDC Project Manager

Eric Jacobson
Real Estate Department
Portland Development Commission
222 NW 5th Avenue, Address
Portland, OR, 97209
Phone: 503-823-3306
Email: JacobsonE@pdc.us

Copy to:

Robert Betcone
General Counsel's Office
Portland Development Commission
222 NW 5th Avenue, Address
Portland, OR, 97209
Phone: 503-823-3217
Email: BetconeB@pdc.us

(2) The Project Managers or their respective designees must be available and have the authority to make day-to-day decisions necessary to complete the work described under Section 3.

B. Supervising General Contractor

(1) All aspects of the work to be performed by PDC pursuant to this Consent Judgment must be performed under the direction and supervision of a qualified employee or contractor having experience in hazardous substance remediation and knowledge of applicable state and federal laws, regulations, and guidance.

(2) Before initiation of Remedial Action work for the Property, PDC will notify

DEQ in writing of the name, title, and qualifications of any proposed supervising general contractor. DEQ may for good cause disapprove the proposed contractor. In the event of such disapproval, DEQ will notify PDC in writing of the reasons for its disapproval within 14 days of receipt of the initial notice from PDC. PDC, within 14 days of receiving DEQ's notice of disapproval, will notify DEQ of the name, title, and qualifications of an alternate supervising contractor, subject to DEQ's right to disapprove under the terms and schedule specified above. DEQ approves Leonard Farr, Stantec Consulting Services Inc., 9400 SW Barnes Rd., Suite 200, Portland, OR 97225, as a qualified contractor for PDC for purposes of this Consent Judgment.

(3) If, during the course of work required under this Consent Judgment, PDC proposes to change its supervising contractor, PDC will notify DEQ in accordance with the provisions of the preceding paragraph. DEQ may disapprove such contractor, under the terms and schedule specified in the preceding paragraph.

C. DEQ Approvals

(1) Where DEQ review and approval is required for any plan or activity under this Consent Judgment, PDC may not proceed to implement the plan or activity prior to DEQ approval. Any DEQ delay in granting or denying approval correspondingly extends the time for completion by PDC. Prior approval is not required in emergencies, provided PDC notifies DEQ immediately after the emergency and evaluates the impact of its actions.

(2) After review of any plan, report, or other item required to be submitted for DEQ approval under this Consent Judgment, DEQ will: (a) approve the submission in whole or in part; or (b) disapprove the submission in whole or in part, and notify PDC of its deficiencies and/or request modifications to cure the deficiencies.

(3) DEQ approvals, rejections, or identification of deficiencies will be given in writing within the time specified in the SOW or as soon as practicable but in any event no more than 30 days after submittal, and will state DEQ's reasons with reasonable specificity.

(4) In the event of DEQ disapproval or request for modification of a submission,

PDC will, within 30 days of receipt of the DEQ notice or such longer time as may be specified in the notice, either correct the deficiencies and resubmit the revised report or other item for approval, or invoke dispute resolution under Subsection 4.M.

(5) In the event of two deficient submittals of the same deliverable that are deficient for the same reasons due to PDC's failure in good faith to cure the original deficiency, DEQ may modify the submission to cure the deficiency.

(6) In the event of approval or modification of a submission by DEQ, PDC will implement the action(s) required by the plan, report, or other item, as so approved or modified.

D. Access to Property

(1) PDC will allow DEQ to enter all portions of the Property owned by or under the control of PDC at all reasonable times for the purpose of overseeing PDC's performance under this Consent Judgment, including but not limited to: inspecting records relating to work under this Consent Judgment; conducting such tests and taking such samples as DEQ deems necessary, verifying data submitted to DEQ by PDC; conducting periodic review; and using camera, sound recording, or other recording equipment. DEQ will make available to PDC, upon PDC's request, any photographs or recorded or videotaped material taken.

(2) PDC will seek to obtain access to property not owned or controlled by PDC as necessary to perform the work required in this Consent Judgment, including access by DEQ for purposes described in Paragraph 4.D.(1). DEQ may use its statutory authority to obtain access to property on behalf of PDC if DEQ determines that access is necessary and that PDC has exhausted all good faith efforts to obtain access.

E. Records

(1) In addition to those reports and documents specifically required under this Consent Judgment, PDC will provide to DEQ, within 10 days of DEQ's written request, copies of Quality Assurance/Quality Control (QA/QC) memoranda and audits, raw data, final plans, task memoranda, field notes (not made by or at the direction of PDC's attorney), and laboratory

analytical reports relating to the work to be performed under this Consent Judgment.

(2) PDC will preserve all records and documents in possession or control of PDC or its employees, agents, or contractors that relate in any way to activities under this Consent Judgment for at least five years after certification of completion under Section 9. Upon DEQ's request, PDC will provide to DEQ, or make available for copying by DEQ, copies of non-privileged records. For a period of 10 years after certification of completion, PDC will provide DEQ 60 days' notice before destruction or other disposal of such records or documents. Ten years after certification of completion, PDC has no further obligation to preserve documents or records.

(3) Subject to Paragraph 4.E.(4), PDC may assert a claim of confidentiality under the Oregon Public Records Law regarding any documents or records submitted to or copied by DEQ pursuant to this Consent Judgment. DEQ will treat documents and records for which a claim of confidentiality has been made in accordance with ORS 192.410 through 192.505. If PDC does not make a claim of confidentiality at the time the documents or records are submitted to or copied by DEQ, the documents or records may be made available to the public without notice to PDC.

(4) PDC will identify to DEQ (by addressor-addressee, date, general subject matter, and distribution) any document, record, or item withheld from DEQ on the basis of attorney-client or attorney work product privilege, except to the extent that such identifying information is itself subject to a privilege. Attorney-client or work product privilege may not be asserted with respect to any records required to be submitted under Paragraph 4.E.(1). DEQ reserves its rights under law to obtain documents DEQ asserts are improperly withheld by PDC.

F. Notice and Samples

(1) PDC will make every reasonable effort to notify DEQ of any excavation, drilling, sampling, or other fieldwork to be conducted under this Consent Judgment at least five working days before such activity, but in no event less than 24 hours before such activity. Upon

DEQ's verbal request, PDC will make every reasonable effort to provide a split or duplicate sample to DEQ or allow DEQ to take a split or duplicate of any sample taken by PDC while performing work under this Consent Judgment. DEQ will provide PDC with copies of all analytical data from such samples as soon as practicable.

(2) If DEQ conducts any sampling or analysis in connection with this Consent Judgment, DEQ will, except in an emergency, make every reasonable effort to notify PDC of any excavation, drilling, sampling, or other fieldwork at least 72 hours before such activity. Upon PDC's verbal request, DEQ will make every reasonable effort to provide a split or duplicate sample to PDC or allow PDC to take a split or duplicate of any sample taken by DEQ, and will provide PDC with copies of all analytical data for such samples. PDC will provide DEQ with copies of all analytical data from such samples as soon as practicable.

G. Quality Assurance

(1) PDC will conduct all sampling, sample transport, and sample analysis in accordance with the QA/QC provisions approved by DEQ as part of the work plan. All plans prepared and work conducted as part of this Consent Judgment must be consistent with DEQ's *Environmental Cleanup Quality Assurance Policy* (DEQ10-LQ-0063-QAG). PDC will make every reasonable effort to ensure that each laboratory used by PDC for analysis performs such analyses in accordance with such provisions.

(2) If DEQ conducts sampling or analysis in connection with this Consent Judgment, DEQ will conduct sampling, sample transport, and sample analysis in accordance with the QA/QC provisions of the approved work plan. Upon written request, DEQ will provide PDC with copies of DEQ's records regarding such sampling, transport, and analysis.

H. Progress Reports

During each calendar quarter following entry of this Consent Judgment, PDC will deliver to DEQ, on or before the tenth working day of each quarter, a progress report containing:

(1) Actions taken by PDC under this Consent Judgment during the previous three

months;

(2) Actions scheduled to be taken by PDC in the next three months;

(3) A summary of sampling, test results, and any other data generated or received by PDC during the previous three months; and

(4) A description of any problems experienced by PDC during the previous three months and actions taken to resolve them.

DEQ may approve less frequent reporting by PDC, if warranted. Progress reports may be submitted in electronic form. If submitted in hard-copy written form, two copies must be provided to DEQ.

I. Other Applicable Laws

(1) Subject to ORS 465.315(3), all activities under this Consent Judgment must be performed in accordance with all applicable federal, state, and local laws.

(2) All activities under this Consent Judgment must be performed in accordance with any applicable federal, state, and local laws related to archeological objects and sites and their protection. If archeological objects or human remains are discovered during any investigation, removal, or remedial activity at the Property, PDC will, at a minimum: (a) stop work immediately in the vicinity of the find; (b) provide any notifications required by ORS 97.745 and ORS 358.920; (c) notify the DEQ Project Manager within 24 hours of the discovery; and (d) use best efforts to ensure that PDC and its employees, contractors, counsel, and consultants keep the discovery confidential, including but not limited to refraining from contacting the media or any third party or otherwise sharing information regarding the discovery with any member of the public. Any project delay caused by the discovery of archeological object or human remains is a Force Majeure under Subsection 4.L.

J. Reimbursement of DEQ Costs

(1) DEQ will submit to PDC a monthly invoice of costs on or after January 12, 2016 in connection with development and approval of this Consent Judgment and any activities

related to the oversight and periodic review of PDC's implementation of this Consent Judgment. Each invoice must include a summary of costs billed to date.

(2) DEQ oversight costs payable by PDC include direct and indirect costs. Direct costs include site-specific expenses, DEQ contractor costs, and DEQ legal costs actually and reasonably incurred by DEQ under ORS 465.200 *et seq.* DEQ's direct cost summary must include a Land Quality share direct labor summary showing the persons charging time, the number of hours, and the nature of work performed. Indirect costs include those general management and support costs of DEQ and of the Land Quality share allocable to DEQ oversight under this Consent Judgment and not charged as direct, site-specific costs. Indirect charges are based on actual costs and applied as a percentage of direct personal services costs. DEQ will maintain work logs, payroll records, receipts, and other documents to document work performed and expenses incurred under this Consent Judgment and, upon request, will provide copies of such records to PDC.

(3) Within 30 days of receipt of DEQ's invoice, PDC will pay the amount of costs billed by check payable to the "State of Oregon, Hazardous Substance Remedial Action Fund," or invoke dispute resolution under Subsection 4.M. After 30 days, any unpaid amounts that are not the subject of pending dispute resolution, or that have been determined owing after dispute resolution, become a liquidated debt collectible under ORS 293.250 or other applicable law.

(4) PDC will pay simple interest of 9% per annum on the unpaid balance of any DEQ oversight costs, which interest will begin to accrue at the end of the 30-day payment period, unless dispute resolution has been invoked. Interest on any amount disputed under Subsection 4.M will begin to accrue 30 days from final resolution of any such dispute.

K. Financial Assurance

(1) Financial Assurance shall not be required under this Consent Judgment for PDC or any public entity that becomes and Owner of the Property or a Sub-Parcel thereof.

(2) In the event PDC transfers the Property or a Sub-Parcel thereof to a private

entity, PDC will require as a condition of the transfer that the private entity accept the burdens and benefits under this Consent Judgment, and that such private entity will demonstrate its ability to perform the remedial work required under this Consent Judgment for the specific Sub-Parcel(s) acquired based on the proposed Sub-Parcel use by obtaining and submitting to DEQ one or a combination of the following: (a) a performance bond; (b) a letter of credit equaling the total estimated cost of the work; (c) evidence of an escrow account dedicated to payment of or reimbursement for remedial action costs; or (d) internal financial information (financial test or corporate guarantee) sufficient to satisfy DEQ that its net worth is sufficient to make additional financial assurances unnecessary. If internal financial information is relied upon, the standards used to determine the adequacy of PDC's resources must be substantially equivalent to those set forth in 40 CFR Part 265, Subpart H. Evidence of financial assurance in the amount of the estimated cost of the Remedial Actions for the Sub-Parcel shall be provided to DEQ at least 30 days prior to transfer of title. Within 30 days of receipt of the financial assurance or other information, DEQ will determine its adequacy (based on the criteria set forth in 40 CFR Part 265, Subpart H) and communicate that determination to the private entity. If DEQ determines that such assurance or information is inadequate, the private entity may submit one of the other forms of assurance to DEQ. If internal corporate information is relied upon, the private entity will submit updated financial information annually on the anniversary date of issuance of this Consent Judgment. During implementation of the remedial action or a change in use of the Sub-Parcel, DEQ may require the private entity to revise the cost estimates used to demonstrate the private entity's financial assurance, and the private entity at its own election may revise the cost estimate for the required work from time to time. If a revised cost estimate is significantly higher or lower than the original cost estimate, DEQ may require the private entity to submit revised financial assurance under the terms and schedule set forth in the preceding paragraphs adequate to assure financial capability at the level of the revised cost estimate.

L. Force Majeure

(1) If any event occurs that is beyond PDC's reasonable control and that causes or might cause a delay or deviation in performance of the requirements of this Consent Judgment despite PDC's reasonable efforts ("Force Majeure"), PDC will promptly, upon learning of the event, notify DEQ's Project Manager verbally of the cause of the delay or deviation, its anticipated duration, the measures that have been or will be taken to prevent or minimize the delay or deviation, and the timetable by which PDC proposes to carry out such measures. PDC will confirm in writing this information within five working days of the verbal notification. Failure to comply with these notice requirements precludes PDC from asserting Force Majeure for the event and for any additional delay caused by the event.

(2) If PDC demonstrates to DEQ's satisfaction that the delay or deviation has been or will be caused by Force Majeure, DEQ will extend times for performance of related activities under this Consent Judgment as appropriate. Circumstances or events constituting Force Majeure might include but not be limited to acts of God, unforeseen strikes or work stoppages, unanticipated site conditions, fire, explosion, riot, sabotage, war, delays in receiving a governmental approval, zoning change or permit, or significant economic downturn. Normal inclement weather or increased cost of performance may not be considered Force Majeure.

M. Dispute Resolution

(1) Except as provided in Paragraph 4.M.(4), if PDC disagrees with DEQ regarding any matter relating to this Consent Judgment, PDC will promptly notify DEQ in writing of its objection. DEQ and PDC then will make a good-faith effort to resolve the disagreement within 14 days of PDC's written objection. At the end of the 14-day period, DEQ will provide PDC with a written statement of its position from DEQ's Northwest Region Cleanup Manager. If PDC still disagrees with DEQ's position, then PDC, within 14 days of receipt of DEQ's position from the Region Cleanup Manager, will provide PDC's position and rationale in writing to DEQ's Northwest Region Administrator. The Region Administrator may

discuss the disputed matter with PDC and, in any event, will provide PDC with DEQ's final position in writing as soon as practicable after receipt of PDC's written position.

(2) If PDC refuses or fails to follow DEQ's final position pursuant to Paragraph 4.M.(1), and DEQ seeks to enforce its final position, the Parties, subject to Subsection 2.A. and Section 7, are entitled to such rights, remedies, and defenses as are provided by applicable law.

(3) During the pendency of any dispute resolution under this subsection, the time for completion of work or obligations affected by such dispute is extended for a period of time not to exceed the actual time taken to resolve the dispute. Elements of work or obligations not affected by the dispute must be completed in accordance with the applicable schedule.

(4) Dispute resolution under this subsection does not apply to DEQ approval or modification of the remedial design/remedial action work plan required under the SOW, which approval or modification is nonetheless subject to Subsection 4.C.

N. Effect of Consent Judgment

(1) If PDC fails to comply with this Consent Judgment, DEQ may seek civil penalties under ORS 465.900 and enforcement of this Consent Judgment by this Court. If DEQ seeks enforcement of this Consent Judgment by this Court, DEQ may seek monetary sanctions, such as civil penalties, only if DEQ has not assessed and collected any civil penalties under ORS 465.900 regarding the same violation.

(2) Subject to Section 2, PDC does not admit any liability, violation of law, factual or legal findings, conclusions, or determinations asserted in this Consent Judgment.

(3) Nothing in this Consent Judgment is intended to create any cause of action in favor of any person not a party to this Consent Judgment.

(4) Subject to Section 2 and Section 7, nothing in this Consent Judgment prevents DEQ, the State of Oregon, or PDC from exercising any rights each might have against any person not a party to this Consent Judgment.

(5) If for any reason the Court declines to approve this Consent Judgment in the

form presented, this settlement is voidable at the sole discretion of any Party and the terms of the settlement may not be used in evidence in any litigation among or against the Parties.

(6) DEQ and PDC intend for this Consent Judgment to be construed as a judicially-approved settlement by which PDC has resolved its liability to the State of Oregon, within the meaning of Section 113(f)(2) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9613(f)(2), regarding Matters Addressed, and for PDC not to be liable for claims for contribution regarding Matters Addressed to the extent provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §§ 9613(f)(2).

(7) Unless specified otherwise, the use of the term “days” in this Consent Judgment means calendar days.

(8) This Consent Judgment is void and of no effect if PDC does not complete acquisition of the Property by August 1, 2017. In the event acquisition is not likely to occur by August 1, 2017, PDC may either request an extension of time by way of modification or demonstration to DEQ that a Force Majeure event has occurred. Court approval shall not be required for such extension of time.

O. Indemnification and Insurance

(1) To the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, PDC will indemnify and hold harmless the State of Oregon and its commissions, agencies, officers, employees, contractors, and agents from and against any and all claims arising from acts or omissions related to this Consent Judgment of PDC or its officers, employees, contractors, agents, receivers, trustees, or assigns. DEQ may not be considered a party to any contracts made by PDC or its agents in carrying out activities under this Consent Judgment.

(2) To the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, the State of Oregon will indemnify and hold harmless PDC and its respective officers, employees, contractors, and agents, and indemnify the foregoing,

from and against any and all claims arising from acts or omissions related to this Consent Judgment of the State of Oregon or its commissions, agencies, officers, employees, contractors, or agents (except for acts or omissions constituting approval or disapproval of any activity of PDC under this Consent Judgment). PDC may not be considered a party to any contract made by DEQ or its agents in carrying out activities under this Consent Judgment.

(3) Before commencing any on-site work under this Consent Judgment, PDC will obtain and maintain for the duration of this Consent Judgment comprehensive general liability and automobile insurance with limits of \$2 million, combined single limit per occurrence, naming as an additional insured the State of Oregon. Upon DEQ request, PDC will provide DEQ a copy or other evidence of the insurance. If PDC demonstrates by evidence satisfactory to DEQ that its contractor(s) or subcontractor(s) maintain equivalent coverage, or coverage for the same risks but in a lesser amount or for a lesser term, PDC may provide only that portion of the insurance that is not maintained by its contractor(s) or subcontractor(s).

P. Parties Bound

This Consent Judgment is binding on the Parties and their respective successors, agents, and assigns. The undersigned representative of each party certifies that he or she is fully authorized to execute and bind such party to this Consent Judgment. No change in ownership, corporate, or partnership status relating to the Property in any way alters PDC's obligations under this Consent Judgment, unless otherwise approved in writing by DEQ.

Q. Modification

DEQ and PDC may modify this Consent Judgment by written agreement, subject to approval by this Court. DEQ and PDC may modify the SOW or the documents referenced in the SOW, including but not limited to, MRAP, Sub-Parcel Specific RAP, EES, Contaminated Media Management Plans or any Removal Action work plan, Hot Spot Removal work plan, or other plan required under the Consent Judgment or related documents without having to obtain court approval, provided the modification is not inconsistent with the ROD or the SOW.

R. Recording

Within 14 days of PDC's acquisition of the Property, PDC will submit a copy or original of this Consent Judgment (whichever is required by the county) to be recorded in the real property records of Multnomah County, Oregon. PDC will provide DEQ with written evidence of such recording within seven days of recording.

S. Service

Each Party designates in Exhibit D the name and address of an agent authorized to accept service of process by mail on behalf of the Party with respect to any matter relating to this Consent Judgment. Each Party agrees to accept service in such manner, and waives any other service requirements set forth in the Oregon Rules of Civil Procedure or local rules of this Court. The Parties agree that PDC need not file an answer to the complaint in this action unless or until the Court expressly declines to approve this Consent Judgment.

T. Definitions

Unless expressly defined in this Consent Judgment, capitalized terms shall be defined as provided in Section III of the SOW.

U. Hierarchy of Documents

This Consent Judgment, the SOW, and the MRAP, are intended to be read together; however, to the extent that any terms in these documents are deemed to be in conflict, the controlling hierarchy for resolving conflicting terms shall be: first the Consent Judgment, second the SOW, and third the MRAP. Notwithstanding the general hierarchy of documents, stated above, more specific terms or provisions shall control over general terms or provisions. All documents shall be read to effectuate the remedial actions selected in the ROD.

5. Releases from Liability and Covenant Not to Sue

A. Pursuant to ORS 465.327(3), this Consent Judgment is a "prospective purchaser agreement" entered as a judicial consent judgment in accordance with ORS 465.325. Thus, this Consent Judgment contains related but independent liability provisions pursuant to both ORS

465.327 and 465.325. The ORS 465.327 liability provisions are set forth below in Subsections 5.B. and 6.B. The ORS 465.325 liability provisions are set forth below in Subsections 5.D., 6.A., and 6.C. In addition to these state law provisions, this Consent Judgment may affect PDC's rights and liabilities under federal and other laws, as described in Paragraph 4.N.(6) and Subsection 5.E.

B. Pursuant to ORS 465.327, and subject to Subsection 5.C. and the satisfactory performance by PDC of its obligations under this Consent Judgment, PDC is not liable to the State of Oregon under ORS 465.200 to 465.545 and 465.900, 466.640, or 468B.310 regarding Existing Hazardous Substance Releases. PDC bears the burden of proving by a preponderance of the evidence that a hazardous substance release (for all hazardous substances, hazardous materials, and oil described in Paragraph 2.B.(3)) existed as of the date of PDC's acquisition of ownership or operation of the Property.

C. The release from liability under Subsection 5.B. does not affect liability of PDC for claims arising from:

- (1) A release of hazardous substances, spill or release of oil or hazardous material, or entry of oil into the waters of the state at or from the Property on or after the date of PDC's acquisition of ownership or operation of the Property;
- (2) Contribution to or exacerbation, on or after the date of PDC's acquisition of ownership or operation of the Property, of a release of hazardous substance, spill or release of oil or hazardous material, or entry of oil into the waters of the state at or from the Property;
- (3) Interference or failure to cooperate, on or after the date of PDC's acquisition of ownership or operation of the Property, with DEQ or other persons conducting remedial measures under DEQ's oversight at the Property;
- (4) Failure to exercise due care or take reasonable precautions, on or after the date of PDC's acquisition of ownership or operation of the Property, with respect to any hazardous substance at the Property;

- (5) Disposal or management of hazardous substances or solid waste removed from the Property by or on behalf of PDC;
- (6) Criminal liability;
- (7) Violation of federal, state, or local law on or after the date of PDC's acquisition of ownership or operation of the Property;
- (8) Any matters as to which the State of Oregon is owed indemnification under Paragraph 4.O.(1); and
- (9) Claims based on any failure by PDC to meet any requirements of this Consent Judgment.

D. Pursuant to ORS 465.325, subject to satisfactory performance by PDC of its obligations under this Consent Judgment, the State of Oregon covenants not to sue or take any other judicial or administrative action against PDC under ORS 465.200 to 465.545 and 465.900 regarding Matters Addressed, except that the State of Oregon reserves all rights against PDC with respect to claims and liabilities described in Subsection 5.C.

E. Subject to satisfactory performance by PDC of its obligations under this Consent Judgment, DEQ releases PDC from liability to DEQ under any federal or state statute, regulation, or common law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 *et seq.*, regarding the release or threatened release of hazardous substances addressed in this Consent Judgment, except that DEQ reserves all rights against PDC with respect to claims and liabilities described in Subsection 5.C.

6. Third-Party Actions

A. This Consent Judgment is a judicially-approved settlement within the meaning of ORS 465.325(6)(b), pursuant to which PDC has resolved its liability to the State of Oregon and is not liable for claims for contribution regarding Matters Addressed.

B. Subject to the satisfactory performance by PDC of its obligations under this

Consent Judgment, PDC is not liable to any person under ORS 465.200 to 465.545, 466.640, or 468B.310 regarding Existing Hazardous Substance Releases.

C. Subject to Section 7, PDC may seek contribution in accordance with ORS 465.325(6)(c)(B).

7. PDC Waivers

A. PDC waives any claim or cause of action it might have against the State of Oregon regarding Existing Hazardous Substance Releases, provided PDC reserves all rights concerning the obligations of DEQ under this Consent Judgment.

B. PDC waives any rights it might have under ORS 465.260(7) and 465.325(2) to seek reimbursement from the Hazardous Substance Remedial Action Fund or the Orphan Site Account for costs incurred under this Consent Judgment or related to the Property.

8. Benefits and Burdens Run with the Land

A. Pursuant to ORS 465.327(5), the benefits and burdens of this Consent Judgment run with the land, provided the releases from liability and covenant not to sue set forth in Section 5 limit or otherwise affect the liability only of persons who: (1) are not potentially liable under ORS 465.255, 466.640, or 468B.310 for Existing Hazardous Substance Releases; and (2) expressly assume in writing, and are bound by, the terms of this Consent Judgment applicable to the Property as of the date of their acquisition of ownership or operation.

B. Prior to transfer of ownership of the Property, or Sub-Parcel of the Property, from PDC to another person or entity, PDC and the new owner will provide written notice to the DEQ Project Manager at least 30 days before the proposed transfer. Within that 30 days, DEQ and PDC will consult and document that the new owner of the Property or Sub-Parcel thereof is informed about and will agree to comply with all requirements applicable under this Consent Judgment. No change in ownership of the Property or a Sub-Parcel thereof or the corporate or partnership status of PDC in any way alters PDC's obligations under this Consent Judgment, unless otherwise approved in writing by DEQ.

C. Purchasers of the Property or a Sub-Parcel thereof shall expressly assume in writing, and agree to be bound by, the terms of this Consent Judgment applicable to such Property or Sub-Parcel as of the date of their acquisition of ownership.

D. (1) PDC shall have no further obligations under the Consent Judgment for a specific Sub-Parcel upon DEQ's confirmation in writing, with such confirmation not to be unreasonably withheld, that either of the following conditions (i) or (ii), below, are satisfied:

(i) A new owner of that Sub-Parcel has expressly assumed in writing, and agreed to be bound by, the terms of the Consent Judgment pertaining to that Sub-Parcel and the new owner satisfies the Financial Assurance provisions of Section 4.K of this Consent Judgment,

or

(ii) PDC no longer owns the specific Sub-Parcel, the Sub-Parcel Specific RAP has been fully implemented (excluding any long term monitoring, reporting or maintenance), and DEQ has issued a Certificate of Completion pursuant to Section 9 of this Consent Judgment for the specific Sub-Parcel.

(2) A new Owner of a Sub-Parcel will be responsible for paying DEQ oversight costs under a Cost Recovery Agreement associated with the Sub-Parcel they own in accordance with Section 4.J of this Consent Judgment. PDC will remain responsible for paying DEQ oversight costs for portions of the Property PDC continues to own in accordance with Section 4.J of this Consent Judgment.

9. Certification of Completion and Conditional No Further Action Letters.

A. Upon PDC's completion of work in accordance with the SOW, PDC will submit a final Closure Report to DEQ signed both by an Oregon-registered professional engineer or geologist and PDC's Project Manager certifying that the Remedial Action for the Property or a Sub-Parcel thereof has been completed (excluding any long term monitoring, reporting or maintenance) in accordance with this Consent Judgment. The Closure Report must summarize the work performed and include all necessary supporting documentation.

B. DEQ will preliminarily determine whether the Remedial Action (excluding any long term monitoring, reporting or maintenance) has been performed for the Property or a Sub-Parcel thereof and all oversight costs and penalties have been paid in accordance with this Consent Judgment. Upon a preliminary determination that the Remedial Action for the Property has been satisfactorily performed and all costs and penalties (if any) paid, DEQ will provide public notice and opportunity to comment on a proposed certification decision in accordance with ORS 465.320 and 465.325(10)(b). After consideration of public comment, and within 90 days after receiving PDC's Closure Report, the Director of DEQ will issue a final certification decision for the Property or Sub-Parcel thereof. The certification decision will subsequently be submitted by DEQ to this Court and DEQ shall cooperate with the Owner regarding recordation of the certification. Except as provided in Section 8.D. above, a certification of completion of the remedial action does not affect PDC's remaining obligations under this Consent Judgment or for implementation of measures necessary to long-term effectiveness of the remedial action or productive reuse of the Property.

C. Upon request of PDC, or request of an Owner to which a Sub-Parcel of the Property has been transferred, DEQ will accept final Closure Reports for Sub-Parcels and issue Certificates of Completion for such Sub-Parcels as provided in Section 9.B.

D. Following receipt of a Certificate of Completion for the Property or a Sub-Parcel, PDC or an Owner may request DEQ issue a Conditional No Further Action Letter for the Property or that Sub-Parcel, subject to applicable public notice and comment.

///

///

///

///

10. Continuing Jurisdiction

This Court retains jurisdiction over the Parties and the subject matter of this Consent Judgment.

IT IS SO ORDERED this ____ day of _____, 2016

Circuit Court Judge, Multnomah County

STATE OF OREGON, DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____ Date: _____
Lydia Emer
Administrator, Operations Division

By: _____ Date: _____
Gary Vrooman, OSB No. 075832
Assistant Attorney General
Oregon Department of Justice
1515 SW Fifth Avenue, Suite 410
Portland, OR 97201
Attorney for DEQ

Portland Development Commission

By: _____ Date: _____
[Name]
Executive Director, Portland Development Commission

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7178

EXHIBIT B

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROSPECTIVE PURCHASER AGREEMENT WITH THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE 13.4 ACRES OF REAL PROPERTY LOCATED AT 715 NW HOYT STREET IN THE RIVER DISTRICT URBAN RENEWAL AREA

Exhibit B includes this cover page and contains 13 pages:

- Exhibit C: Portland Development Commission, Prospective Purchaser Agreement/Consent Judgment, Scope of Work

EXHIBIT C

Portland Development Commission Prospective Purchaser Agreement/Consent Judgment

SCOPE OF WORK

I. OVERVIEW OF SCOPE OF WORK

1. Authority: Pursuant to Section 3 of the Consent Judgment in *State of Oregon v. Portland Development Commission*, # _____ (hereafter, “Consent Judgment”), this Scope of Work (“SOW”) outlines Portland Development Commission (“PDC”) obligations regarding Work to be Performed under the Consent Judgment.
2. Parties Bound: As provided in Sections 4.P and 8 of the Consent Judgment, the parties bound include PDC and its successors, agents, and assigns and the benefits and burdens run with the land. Consistent with these terms, PDC may elect to engage in development activities directly, or PDC may engage public or private partners to conduct such activities for PDC, or PDC may elect to transfer title to the Property or Sub-Parcels thereof to subsequent Owners for Redevelopment.
3. Purpose: This SOW provides the framework and requirements for “Work to be Performed” during different phases of Property use, e.g., Lease-Back, Pre-Construction, and Redevelopment as described below. This SOW also provides a framework for post-Redevelopment Institutional Controls.
4. Schedule: Conversion of the Property from current United States Postal Service (USPS) use to a final redeveloped condition will take place over many years. PDC may convey title to certain Sub-Parcels to private or other public entities to implement different phases of development of individual Sub-Parcels. Consequently, this SOW does not provide a specific schedule or timing requirements for specific actions on the Property, but rather provides the Remedial Actions and other requirements that will protect human health and the environment during specific site uses, activities and Redevelopment. A general description of the anticipated phases of PDC’s ownership and redevelopment is provided in Section II of this SOW, below. Further, a summary of the main actions and milestones that will apply to prospective Owners and Owners (public or private) of Property or Sub-Parcels is provided in Attachment B to this SOW.
5. Work to be Performed: The “Work to be Performed” pursuant to Section 3 of the Consent Judgment is provided in Section IV, below (subject to the Definitions in Section II, below).
6. Conflicts: To the extent a term or condition in this SOW is deemed to conflict with any other term or condition in another related document, the conflict shall be resolved as provided in the Consent Judgment Section 4.U.

II. OVERVIEW OF PROPERTY OWNERSHIP AND REDEVELOPMENT PHASES

1. PDC Phases of Ownership & Redevelopment

During PDC's ownership, the Property will be converted from its existing use as a centralized postal distribution facility to a redeveloped state including new roads, parks, and mixed use buildings. Such Redevelopment will be conducted by PDC or other public or private entities as described in Section 2.C.(4) of the Consent Judgment. The conversion will necessarily involve a transition from Existing Site Use to Hypothetical Future Site Use consistent with the ROD. PDC's initial ownership, and subsequent Redevelopment of the Sub-Parcels of the Property by PDC and other Owner(s), will generally include the following phases: 1) Lease-Back, 2) Pre-Construction, and 3) Redevelopment (which includes post-Redevelopment continuing obligations). Because construction, economic and other factors are beyond PDC's direct control, a specific schedule for implementation of these phases is not known. The planned phases will more quickly invite implementation of Property Redevelopment, related public benefits, and implementation of the long term site remedies under the ROD. The phases of ownership and development will generally include the following:

A. Phase 1 - Lease Back:

i. Duration: The Lease Back phase includes the period of time immediately after PDC takes legal title to the Property through the estimated two-plus year period USPS will need to complete construction of, and move into, its new USPS Replacement Facility in Multnomah County. Even after the USPS moves the majority of its operations to the USPS Replacement Facility, USPS may continue to lease an approximate 10,000 ft² public postal retail facility on the Property until the time PDC establishes a new retail facility. The exact duration of the Phase 1 period is estimated to be at least two years, but may extend longer.

ii. Site Use: During Phase 1, the USPS will lease back the Property from PDC as a tenant, and the USPS use of the site as a mail processing and distribution center is not anticipated to substantially change, although there will be an eventual ramp-down of activities as the USPS vacates different areas of the Property to move into the USPS Replacement Facility. During this phase, the USPS activities are anticipated to remain consistent with the Existing Site Use scenario as described in the ROD, and the physical site conditions (e.g., Caps, buildings) are anticipated to remain in place.

iii. Responsibility: During Phase I, PDC (or any other Owner, if relevant) will be responsible to ensure compliance with the requirements of this SOW as the party bound under the Consent Judgment.

iv. Remedial Actions: During the Phase 1, the Remedial Actions required to be maintained include those identified in Section 2.1 of the MRAP (which incorporates the Existing Site Use Remedial Actions in the ROD, the 2011 EES, the 2012 cNFA, and the 2011 CMMP).

B. Phase 2 - Pre-Construction:

i. Duration: The Pre-Construction phase may commence any time after PDC takes title to the Property (subject to PDC's coordination with USPS as PDC's tenant). Pre-Construction on a

particular Sub-Parcel will generally take place prior to Redevelopment on that Sub-Parcel. Because Pre-Construction activities may take place on a Sub-Parcel basis it is likely that Pre-Construction activity on one or more Sub-Parcels could overlap the period of time that Redevelopment activity commences on other Sub-Parcels, and therefore the Pre-Construction phase could extend well into the Redevelopment phase.

ii. Site Use: This Phase 2 generally includes activities that occur prior to (and that are designed to invite) Redevelopment, such as environmental or geotechnical investigations, limited environmental cleanup or Hot Spot Removal, demolition of structure(s), and a range of activities to prepare the Property for construction that may breach the Cap temporarily, but that will require replacement of the Cap or Temporary Capping. These Pre-Construction activities may reduce cost uncertainty on a Sub-Parcel and overall Property basis and increase the fiscal feasibility of each Sub-Parcel development project. The Pre-Construction phase will not involve permanent change in use of the Property although Temporary Use of the Property by private or public entities is planned. PDC may elect to transfer title of Sub-Parcels to other Owners to conduct Pre-Construction activity¹.

iii. Responsibility: During the Pre-Construction Phase 2, PDC or Owners of Sub-Parcels will be responsible to ensure compliance with the requirements of this SOW.

iv. Remedial Actions and Investigations: During the Phase 2 period, the Remedial Actions required to be maintained include those identified in Section 2.1 of the MRAP (which incorporates the Existing Site Use Remedial Actions in the ROD, the 2011 EES, the 2012 cNFA, and the 2011 CMMP). If required by DEQ, a Sampling and Analysis Plan will be prepared to describe soil and/or groundwater sampling on Sub-Parcels of the Property (e.g., that do not have adequate analytical data to identify Remedial Actions). Any such sampling shall be in accordance with Sections 4.F and 4.G of the Consent Judgment and, further, will require DEQ approval of the Sampling and Analysis Plan prior to sampling implementation in accordance with Section 4.C of the Consent Judgment. Sampling conducted voluntarily by PDC or Owner does not require preparation or DEQ approval of a Sampling and Analysis Plan. However, a report documenting the results of any voluntary sampling must be prepared and provided to DEQ. Similarly, work plans and reports prepared during Pre-Construction for work that will disturb a significant amount of soil (defined herein as disturbance of >10 cubic yards of soil) or Remedial Actions required by the ROD shall be subject to DEQ approval. Neither sampling and analysis activity nor Remedial Action activity alone shall constitute Redevelopment or cause invocation of the Hypothetical Future Site Use scenario.

¹ NOTE: Although not required under this SOW or the PPA, transitioning the Property, or Sub-Parcels thereof, to more specific Sub-Parcel use proposals will involve, among other steps, a change in land use code to allow for the multiple uses called for in the conceptual framework, City Council approval process associated with the land use code change, for example, public comment, and a one-year appeal period, master planning of Public and Private Sub-Parcel uses, survey and definition of Sub-Parcels, designation of preferred rights-of-way for streets, designation of more specific park boundaries and other public infrastructure to support overall Property Redevelopment. These activities are likely to occur during the Pre-Construction phase and continue into the Redevelopment phase.

C. Phase 3 - Redevelopment Phase:

i. Duration: Much of the Redevelopment phase is anticipated to follow the Lease-Back and Pre-Construction phases, and will generally occur after USPS substantially vacates the Property. However, due to economic and other factors, it is not known exactly when Redevelopment will commence. On a Sub-Parcel basis it is possible that Redevelopment could take place soon after Lease-Back and after any Pre-Construction activity (as conducted). Redevelopment of the last Sub-Parcels on the Property may not occur for a significant number of years, as influenced by economic conditions and other factors.

ii. Objectives: Redevelopment is anticipated to cover numerous development projects that will occur on different Sub-Parcels over an extended period of time. This SOW provides a framework for appropriately protective measures to be triggered for different Redevelopment activities anticipated to occur on Sub-Parcels over time. The SOW further provides flexibility to address activities that have not been fully anticipated.

iii. Responsibility: During the Phase 3 period, Owners of Sub-Parcels will be responsible to ensure compliance with the requirements of this SOW. Unless otherwise agreed, public or private entities taking title to Sub-Parcels for Redevelopment will be responsible for compliance with this SOW via express assumption of burdens and benefits pursuant to Sections 4.K and 8 of the Consent Judgment. If a City Bureau is the Owner street rights of way and parks, it will be responsible for compliance with this SOW for such areas. There may, however, be mixed cases where, for example, a Sub-Parcel is made subject to a long term ground lease or a public easement. In the mixed-case scenario the Owner of title will be the responsible party although coordination with the Owner and a public entity may be necessary for implementation of the remedy.

iv. Remedial Actions: During the Phase 3 period, the Remedial Actions required to be maintained will generally include those identified in Section 2.2 of the MRAP, but as specifically incorporated into Sub-Parcel Specific Remedial Action Plans. During Removal Actions or significant soil disturbance (defined herein as disturbance of >10 cubic yards of soil), the environmental consultant (for PDC or developer) will provide weekly updates to the DEQ following the start of work, up to and until a decrease in the frequency of such updates has been approved by the DEQ. It is anticipated that an update frequency of weekly will occur only while Removal Actions or significant soil disturbance is occurring, and will not be required for the entire duration of Redevelopment or during Remedial Actions that do not involve Removal Actions or significant soil disturbance. A Closure Report will be prepared by consultant following the completion of Remedial Action implementation, documenting that all required Remedial Action have been successfully implemented. Reports under this section are distinct from progress reports required pursuant to Section 4.H of the Consent Judgment.

v. Redevelopment Milestones: PDC agrees to pursue the following milestones after acquisition of the Property: 1) PDC shall coordinate with the City of Portland on changes in the zoning code to accommodate the intended density and mixed use redevelopment of the Property within 3 years of acquisition of the Property, 2) PDC shall create a master plan for Redevelopment of the Property within 4 years of acquisition of the Property, 3) PDC shall select a private master development partner or a development partner for Redevelopment of at least one

Sub-Parcel within 5 years of acquisition of the Property, and 4) to the extent that such activity will expedite Redevelopment or reduce Redevelopment uncertainty, PDC may elect to conduct (at a time PDC deems appropriate) Pre-Construction activities including, but not limited to, further site characterization to delineate the extent of vapor plumes in the MGP and Electrical Utility Vault Areas that warrant mitigation via a vapor mitigation system, and decommissioning of a 10,000-gallon diesel underground storage tank and oil-water separator located near the VMF Building.

III. DEFINITIONS

The following definitions shall be used for purposes of this SOW and for the Master Remedial Action Work Plan (MRAP) as referenced below, and provided as Attachment A to this SOW.

“2011 EES” means the Easement and Equitable Servitude dated October 8, 2011 and filed with the County Clerk, Multnomah County, Document #2011-111086 which is applicable to the entire Property.

“Cap” means the paved areas and existing building or structure foundations that prevent exposure to contaminated soil and exist at the Property as of the date of execution of the Consent Judgment; provided, however, “Cap” shall not include any above-ground structure (including any building, portion of a building, or any other man-made feature) unless removal of such structure would diminish the level of protection against exposure to contaminated soil.

“Consent Judgment” means the Consent Judgment in *State of Oregon v. Portland Development Commission*, # _____.

“Closure Report” means a closure report as required under Consent Judgment Section 9.A.

“Contaminated Media Management Plan” or “CMMP” means the contaminated media management plans for soil and groundwater referenced in Sections 9 and 10, respectively, of the MRAP.

“Engineering Control” shall be as defined in OAR 340-122-0210(10), in each case only to the extent such physical measure is expressly identified and required pursuant to the ROD, MRAP or Sub-Parcel Specific RAP.

“Existing Site Use” shall have the meaning as specified in the ROD.

“Institutional Control” shall be as defined in OAR 340-122-0210(18), in each case only to the extent such legal or administrative tool is expressly identified and required pursuant to the ROD, MRAP or Sub-Parcel Specific RAP.

“Hot Spot” means a “hot spot” as defined in Oregon Revised Statute 465.315, Oregon Administrative Rules Chapter 340, Section 122, and related DEQ published guidance.

“Hot Spot Removal” means a Removal Action of an identified Hot Spot as provided in Section 4.0 of the MRAP.

“Hypothetical Future Site Use” shall have the meaning as specified in the ROD.

“Lease-Back” or **“Lease-Back phase”** is a project phase following PDC’s taking title to the Property during which the USPS plans to lease the entire Property back from PDC for continued use as a postal processing and distribution facility. The period of the Lease-Back phase shall be approximately two years but shall be for so long as is necessary for USPS to vacate the Property and move into the USPS Replacement Facility. The Lease-Back phase does not include an anticipated lease from PDC to USPS of the existing approximate 10,000 ft² retail postal operation on the Property, which USPS may continue after the end of the Lease-Back phase.

“Master Remedial Action Plan” or **“MRAP”** shall mean the “Master Remedial Action Work Plan” (Stantec, 2016), attached to this SOW as Attachment A.

“Owner” as defined in this SOW means the record title holder of real property which will include PDC following conveyance of title from USPS and successors to whom PDC conveys title of the Property or Sub-Parcels thereof.

“Portland Development Commission” or **“PDC”** means is the City of Portland’s economic development agency, established in 1958 pursuant to Chapter 15 of the Portland City Charter.

“Pre-Construction” is a phase that includes activity that:

- 1) does not itself permanently change the use of the Property or a Sub-Parcel thereof, and
- 2) does not permanently compromise the Cap.

Temporary breaches of the Cap are permitted as a Pre-Construction activity if any such breach is promptly followed by Cap restoration with like materials or implementation of Temporary Capping. Examples of Pre-Construction activities include but are not limited to: intrusive environmental site inspections, intrusive geotechnical site inspections, demolition of structures, and limited Removal Actions such as removal of tanks or soil Hot Spots. Pre-Construction activity may occur during or after the Lease-Back Phase.

“Private Sub-Parcel” means a Sub-Parcel of the Property that is acquired by a private party for Redevelopment purposes. Such acquisition may be in fee or by ground lease or other transfer of use rights. The obligations for Remedial Action implementation and other general actions and milestones by a private entity for each Private Sub-Parcel are generally referenced in Attachment B to this SOW.

“Property” shall have the same meaning as defined in Consent Judgment Section 2.C.(2).

“Public Sub-Parcel” means a Sub-Parcel upon which is planned or constructed infrastructure such as street rights of way, parks, utilities and/or other public resources. The obligations for Remedial Action implementation held by a public entity for each Public Sub-Parcel are generally referenced in Attachment B to this SOW.

“Record of Decision” or “ROD” means the July 14, 2010, “Selected Remedial Action Record of Decision for the USPS-P&DC Site, Portland, Oregon.”

“Redevelopment” is a phase that includes activity that:

- 1) permanently removes the Cap over the Property or a Sub-Parcel thereof,
- and
- 2) permanently changes a Sub-Parcel site use.

Redevelopment activities include but are not limited to: mass excavation, regrading, placement of pilings, construction of street right of way including sidewalks, or other activities on a Sub-Parcel of the Property. Redevelopment will not be deemed to have commenced on a Sub-Parcel until: 1) work on the ground commences (i.e., groundbreaking activity that permanently removes the Cap) and 2) an Owner’s intent to permanently change site use is acknowledged by DEQ through approval of a Sub-Parcel Specific RAP for such Redevelopment.

“Remedial Action” shall have the meaning as defined in ORS 465.200(23), and may include Institutional Controls, Hot Spot removal, and Engineering Controls, (e.g. vapor barriers and/ vapor mitigation systems, capping, etc.) to the extent specifically identified in the ROD, the MRAP or a Sub-Parcel Specific RAP.

“Removal Action” shall mean the cleanup or removal a released hazardous substance from the environment as defined in ORS 465.200(25) as specifically identified in the ROD, MRAP or a Sub-Parcel Specific RAP.

“Right of Way” or “ROW” means areas subject to a recorded interest in a public agency and that reflects a use such as street, sidewalk, or other public way. Where a Public Sub-Parcel is proposed to be a ROW, it shall be a prerequisite to implementation of Redevelopment within a Sub-Parcel subject to a ROW that the Sub-Parcel Specific RAP designate the entity that will be responsible for implementation of the Sub-Parcel Specific RAP, DEQ cost recovery, and any required long term monitoring and maintenance of Remedial Actions.

“USPS Replacement Facility” means the new USPS processing and distribution facility to be constructed following PDC’s acquisition of the Property and to which the USPS will relocate some or all of its postal processing and distribution activities.

“Sub-Parcel Specific Remedial Action Work Plan” or “Sub-Parcel Specific RAP” means a document required to be prepared as provided in Section 3.II.B of this SOW.

“Sub-Parcel Specific Easement and Equitable Servitude” or “Sub-Parcel Specific EES” means an instrument recorded against title of a Sub-Parcel that puts the public and future Owners of that Sub-Parcel on notice that ownership of the Sub-Parcel is subject to specified restriction and/or obligations.

“Sub-Parcel” means any portion or area of the Property that constitutes less than the whole Property, whether or not identified by a specific tax lot or lot of record.

“Temporary Capping” means the temporary surface capping as described in Section 3.1 of the MRAP.

“Temporary Use” means the use of the Property or Sub-Parcels thereof if such use:

- 1) does not itself permanently change the use of the Property or a Sub-Parcel thereof,
- 2) does not intend to permanently remove the Cap, and
- 3) does not create an unacceptable exposure to contaminated soils or groundwater.

Temporary Uses may include but are not limited to: temporary use of the existing P&DC building for non-residential uses, temporary public or private use of the parking structure, temporary use of other surface areas

“United States Postal Service” or “USPS” means the independent federal agency that provides mail processing and delivery service for individuals and businesses in the United States of America.

IV. WORK TO BE PERFORMED

Pursuant to Section 3 of the Consent Judgment, “Work to be Performed” shall include the following.

1. Record of Decision:

- A. ROD Authority. Pursuant to ORS 465.200, et seq., the ROD provides DEQ’s approved remedial actions for the Property that are protective of human health and the environment.
- B. ROD Site Use Scenarios. The ROD provides selected Remedial Actions for soil and groundwater on the Property under both “Existing Site Use” and “Hypothetical Future Site Use” scenarios.
- C. ROD Selected Remedial Actions. The selected Remedial Actions identified in the ROD shall be required under this SOW as specifically set forth in the MRAP and any Sub-Parcel Specific RAP, as provided below.

2. Remedial Actions.

A. Master Remedial Action Work Plan (“MRAP”):

- (i) The MRAP attached to this SOW (Attachment A), provides the generally applicable Remedial Action elements that are approved under the SOW.
- (ii) The MRAP anticipates a sequence of events that will constitute a transition in use over time from the current use as a USPS P&DC facility to eventual redevelopment of the entire Property to include new streets, parks and mixed-use development of buildings that will include retail, office and urban residential elements, and other potential uses.
- (iii) The MRAP anticipates the incremental transition of uses on the Property from the current USPS facility to Redevelopment on a Sub-Parcel basis. Each Sub-Parcel of the Property shall be either a Public Sub-Parcel or a Private Sub-Parcel.
- (iv) The MRAP incorporates the selected Remedial Actions from the ROD and provides additional information regarding the means and methods that will be utilized in implementing such Remedial Actions.
- (v) The MRAP anticipates the application of Remedial Actions to: 1) Existing Site Uses, 2) Temporary Uses, 3) Hypothetical Future Site Uses.
- (vi) The MRAP acknowledges that certain preparatory activity (Pre-Construction) will be necessary and desirable in advance of Redevelopment. As provided in the attached MRAP, the Existing Site Use will apply during Pre-Construction activity.

- (vii). The MRAP may be updated, amended, modified, or superseded by a Sub-Parcel Specific RAP via mutual agreement of PDC, Owners, and DEQ.

B. Sub-Parcel Specific Remedial Action Work Plans:

- (i) Plan Required: A Sub-Parcel Specific RAP will be prepared by a Sub-Parcel Owner or agent thereof and submitted to DEQ for review, comment, and approval prior to commencing Redevelopment on any Property Sub-Parcel. A Sub-Parcel Specific RAP is not required if Existing Site Use or Temporary Use conditions are met.
- (ii) General Provisions. A Sub-Parcel Specific RAP will include Remedial Action elements that: 1) are consistent with the ROD, 2) are consistent with the MRAP (as applicable), 3) are necessary to protect human health and the environment on the Sub-Parcel location where Redevelopment is proposed, 4) provide for the health and safety measures that will be implemented during Redevelopment, and 5) establish methods that will be utilized to manage contaminated media that might be encountered during Redevelopment.
- (iii). Single or Multiple Plans: An Owner or agent thereof may utilize one or more Sub-Parcel Specific RAPs to cover a development project that includes multiple Sub-Parcels or phases of work within a Sub-Parcel. Each such Sub-Parcel Specific RAP shall be subject to DEQ review and approval, as provided below.
- (iv). Review and Approval by DEQ: When required for Redevelopment, a Sub-Parcel Specific RAP shall be submitted to DEQ in draft form for review and comment at least 90 days prior to commencing any Redevelopment activity. DEQ shall provide comments on a draft Sub-Parcel Specific RAP within 60 days of receipt. Prior to submitting a Sub-Parcel Specific RAP to the DEQ, either the PDC or Owner of the Sub-Parcel will (pursuant to Section 4.J of the Consent Judgment) execute a Cost Recovery Agreement with the DEQ. This Cost Recovery Agreement shall: 1) confirm that the Scope of the Cost Recovery Agreement is limited to performance of Remedial Actions under either the Existing Site Use scenario or Hypothetical Future Site Use scenario (if a Redevelopment and Sub-Parcel Specific RAP have been prepared and approved) and continuing obligations required by Consent Judgment for the Sub-Parcel acquired, 2) provide that DEQ will set up a unique Environmental Cleanup Site Information (ECSI) number for the Sub-Parcel, and 3) provide a mechanism for DEQ cost recovery for remedial action oversight costs to be charged to the party signing the Cost Recovery Agreement. The Cost Recovery Agreement shall not be construed as an admission of any liability under ORS 465.255 or any other law or as a waiver of any defense to such liability. Execution of a Cost Recovery Agreement shall not evidence an intent to implement Hypothetical Future Site Use Remedial Actions without an approved Redevelopment and Sub-Parcel Specific RAP.
- (v). Amendment of Plan: A Sub-Parcel Specific RAP may be updated, amended, or modified, subject to DEQ approval.

- (vi). Compliance: Once approved by DEQ, Sub-Parcel Specific RAP requirements will apply to specific Sub-Parcels at the time Redevelopment occurs as defined in this SOW. Ownership of a Sub-Parcel may change immediately prior to Sub-Parcel Specific RAP implementation, consequently DEQ may review and approve a Sub-Parcel Specific RAP that anticipates a property right conveyance as part of implementation. In any case, it will be the Owner of the Sub-Parcel that is responsible for compliance with the Sub-Parcel Specific RAP, cost recovery to DEQ, and long term monitoring and maintenance of Remedial Actions consistent with the terms of a Sub-Parcel Specific EES.
- (vii). Institutional Controls and Engineering Controls: As Remedial Action elements, Institutional Controls and Engineering Controls may be required by DEQ during Redevelopment activities and/or following completion of a Redevelopment project. Long-term Institutional Controls and Engineering Controls (via a Sub-Parcel Specific EES) will be recorded in Multnomah County deed records.
- (viii). Conditional No Further Action Letters and Certificates of Completion: Sub-Parcel Specific Conditional No Further Action Letters and Sub-Parcel Specific Certificates of Completion will be issued by DEQ as provided in Section 9 of the Consent Judgment.

C. Remedial Actions - Site Use:

(i). **Existing Site Use**:

- (a). Owner shall maintain the Remedial Actions for soil and groundwater required pursuant to the ROD (for Existing Site Use), the 2011 EES, cNFA, and CMMP during such times as any of the “Existing Site Use” conditions described below, exist on the Property.
- (b). “Existing Site Use” will apply to the Property, or any Sub-Parcel thereof, under any of the following scenarios:
- The Property (or any Sub-Parcel thereon) continues to be used by the USPS as a mail processing and distribution center, and implementation of all Existing Site Use Remedial Action requirements remains in effect. This is the Property condition anticipated during the Lease-Back phase.
 - Existing Site Use Remedial Actions remain in place, with continued operation of the approximate 10,000 square foot USPS retail facility located in the southern portion of the Processing & Distribution Center building. This is the Property condition anticipated immediately following the USPS’s relocation to its Replacement Facility.
 - Existing Site Use Remedial Actions remain in place, with Temporary Uses of the Property or portions thereof.

- The existing Cap is removed but promptly replaced by either like materials or Temporary Capping and no urban residential or mixed commercial use of the Sub-Parcel upon which such Temporary Capping is installed takes place.
- Environmental, geotechnical or other site investigations that temporarily breach or remove a portion of the Cap, provided any such portion of the Cap is replaced with like material or Temporary Capping promptly following completion of the investigation and all investigation derived waste is properly managed in accordance with applicable law.
- Demolition or removal of existing above-grade structures that do not meet the definition of a Cap.
- Conditions that DEQ determines, and states in writing, meet the Existing Site Use scenario under the ROD.
- Pre-Construction activities, as defined in this SOW.
- Hot Spot Removal or Removal Action that temporarily breaches or removes a portion of the Cap, provided any such portion of the Cap is replaced with like material or Temporary Capping promptly following completion of the Hot Spot Removal or Removal Action and all excavated and removed contaminated media is properly managed in accordance with applicable law.

(ii).Hypothetical Future Site Use:

- (a). “Hypothetical Future Site Use” shall apply to any Sub-Parcel of the Property under any of the following scenarios:
- Redevelopment (as defined in this SOW).
 - Hot Spot Removal or Removal Action that is intended to permanently remove the Cap.

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7178

EXHIBIT C

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROSPECTIVE PURCHASER AGREEMENT WITH THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE 13.4 ACRES OF REAL PROPERTY LOCATED AT 715 NW HOYT STREET IN THE RIVER DISTRICT URBAN RENEWAL AREA

Exhibit C includes this cover page and contains 50 pages:

- Master Remedial Action Work Plan, United States Postal Service Processing & Distribution Center

**MASTER REMEDIAL ACTION
WORK PLAN
United States Postal Service
Processing & Distribution
Center**

**715 NW Hoyt Street
Portland, Oregon 97209
(ECSI #2183)**



Prepared for:
Portland Development
Commission
222 NW 5th Avenue
Portland, Oregon 97209

Prepared by:
Stantec Consulting Services Inc.
9400 SW Barnes Rd., Suite 200
Portland, OR 97225

April 1, 2016

Sign-off Sheet

This document entitled MASTER REMEDIAL ACTION WORK PLAN United States Postal Service Processing & Distribution Center was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of Portland Development Commission (the "Client"). Any reliance on this document by any third party is strictly prohibited without the written consent of Stantec, which may be granted in Stantec's sole discretion. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is wholly the responsibility of such third party. Any reliance granted to a third party will require the use and acceptance of Stantec's form of reliance letter.

Prepared by _____
(signature)

Leonard Farr Jr., RG

Reviewed by _____
(signature)

Carrie Rackey, CHMM

Reviewed by _____
(signature)

Marc Sauze, PE

Table of Contents

ABBREVIATIONS	V
1.0 INTRODUCTION	1.1
1.1 PROPERTY LOCATION.....	1.4
1.2 PROPERTY HISTORY.....	1.4
1.3 PRIOR ENVIRONMENTAL INVESTIGATIONS	1.5
1.3.1 Investigation Under DEQ UST (LUST #26-92-0068) and Voluntary Cleanup (ECSI #2183) Programs	1.6
1.3.2 Independent Investigations Reported to DEQ.....	1.7
1.3.3 Investigations Governed by DEQ/USPS Intergovernmental Agreement	1.8
1.4 PROPERTY REDEVELOPMENT AND REMEDIAL ACTION IMPLEMENTATION	1.11
2.0 REQUIRED REMEDIAL ACTION	2.13
2.1 EXISTING SITE USE.....	2.14
2.2 HYPOTHETICAL FUTURE SITE USE.....	2.14
2.3 REMEDIAL ACTION TEAM ORGANIZATION AND RESPONSIBILITIES	2.18
3.0 SURFACE CAPPING	3.18
3.1 GENERAL APPROACH – EXISTING SITE USE.....	3.18
3.2 GENERAL APPROACH – HYPOTHETICAL FUTURE SITE USE.....	3.19
3.3 CONTAMINANTS OF CONCERN MITIGATED	3.20
3.4 SITE EXPOSURE MODEL	3.21
4.0 SOIL HOT SPOT AND POCKET-IN-PLACE EXCAVATION AND OFFSITE DISPOSAL	4.21
4.1 GENERAL APPROACH – EXISTING SITE USE.....	4.21
4.2 GENERAL APPROACH – HYPOTHETICAL FUTURE SITE USE.....	4.21
4.3 CONTAMINANTS OF CONCERN MITIGATED	4.22
4.4 SITE EXPOSURE MODEL	4.22
5.0 MGP AND ELECTRICAL UTILITY VAULT AREA VAPOR MITIGATION	5.23
5.1 GENERAL APPROACH – EXISTING SITE USE.....	5.23
5.2 GENERAL APPROACH – HYPOTHETICAL FUTURE SITE USE.....	5.23
5.3 CONTAMINANTS OF CONCERN MITIGATED	5.24
5.4 SITE EXPOSURE MODEL	5.25
6.0 VETTING OF PILING METHODS	6.25
7.0 ABANDONMENT OF TANNER CREEK SEWER CONNECTIONS	7.25
8.0 INSTITUTIONAL CONTROLS	8.26
8.1 GENERAL APPROACH – EXISTING SITE USE.....	8.26
8.2 GENERAL APPROACH – HYPOTHETICAL FUTURE SITE USE.....	8.26

MASTER REMEDIAL ACTION WORK PLAN
United States Postal Service Processing & Distribution Center
715 NW Hoyt Street, Portland, Oregon

8.3	CONTAMINANTS OF CONCERN	8.27
8.4	SITE EXPOSURE MODEL	8.28
8.4.1	Prohibition of Groundwater Use	8.28
8.4.2	Activity Restrictions and Engineering Control Inspection and Maintenance	8.28
8.4.3	Description of Site Hazards.....	8.28
8.4.4	Access Restriction.....	8.29
9.0	CONTAMINATED SOIL MANAGEMENT	9.29
9.1	DISPOSAL FACILITY PROCUREMENT	9.30
9.2	PROJECT SITE LAYOUT.....	9.30
9.3	EXCLUSION ZONE AND DECONTAMINATION	9.30
9.4	MANAGEMENT OF CONTAMINATED SOILS.....	9.30
9.5	EXCAVATION AND LOADING OF SOILS	9.31
9.6	TEMPORARY STORAGE OF SOILS.....	9.32
9.7	TRANSPORTATION OF SOILS	9.32
9.8	DISPOSAL OF CONTAMINATED SOILS OR OTHER SOLID WASTES.....	9.33
9.9	UNANTICIPATED AND UNKNOWN CONTAMINATED SOILS.....	9.33
9.10	SITE ACCESS CONTROLS.....	9.35
9.11	HEALTH AND SAFETY	9.35
9.12	REMEDIAL ACTION OVERSIGHT ACTIVITIES	9.35
9.13	RECORD KEEPING AND REGULATORY UPDATES	9.36
10.0	CONTAMINATED GROUNDWATER MANAGEMENT	10.37
10.1	GROUNDWATER HANDLING AND STORAGE	10.37
10.2	DISPOSAL FACILITY PROCUREMENT	10.38
10.3	RECORD KEEPING	10.38
11.0	REPORTING	11.38
11.1	PRE-CONSTRUCTION ACTIVITY REPORTING	11.38
11.2	CLOSURE REPORT.....	11.38
12.0	REFERENCES.....	12.1

MASTER REMEDIAL ACTION WORK PLAN
United States Postal Service Processing & Distribution Center
715 NW Hoyt Street, Portland, Oregon

LIST OF FIGURES

- FIGURE 1 PROJECT LOCATION
- FIGURE 2 SITE LAYOUT
- FIGURE 3 SITE LAYOUT WITH AREAS OF SOIL/GROUNDWATER RISK EXCEEDANCE
- FIGURE 4 HISTORICAL SAMPLING LOCATIONS
- FIGURE 5 CONCEPTUAL DEVELOPMENT FRAMEWORK
- FIGURE 6 CONCEPTUAL SURFACE CAPPING DETAILS
- FIGURE 7 SITE LAYOUT WITH HOT SPOT AND POCKET-IN-PLACE LOCATIONS

LIST OF APPENDICES

- APPENDIX A RECORD OF DECISION
- APPENDIX B EXISTING SITE USE EASEMENT AND EQUITABLE SERVITUDE
- APPENDIX C EXISTING SITE USE CONDITIONAL NO FURTHER ACTION LETTER
- APPENDIX D EXISTING SITE USE CONTAMINATED MEDIA MANAGEMENT PLAN
- APPENDIX E FIGURES DEPICTING HISTORICAL PROPERTY USES

MASTER REMEDIAL ACTION WORK PLAN
United States Postal Service Processing & Distribution Center
715 NW Hoyt Street, Portland, Oregon

Abbreviations

bgs	Below Ground Surface
BTEX	Benzene, Toluene, Ethylbenzene, Xylenes
City	City of Portland
CMMP	Contaminated Media Management Plan
cNFA	Conditional No Further Action
COC	Contaminant of Concern
DEQ	Oregon Department of Environmental Quality
ECSI	Environmental Cleanup Site Information
EES	Easement and Equitable Servitude
SGC	Supervising General Contractor
HSP	Health and Safety Plan
µg/L	Microgram Per Liter
mg/kg	Milligram Per Kilogram
MGP	Pintsch Manufactured Gas Plant
MRAP	Master Remedial Action Work Plan
NFA	No Further Action
PAH	Polynuclear Aromatic Hydrocarbon
P&DC	Processing and Distribution Center
PDC	Portland Development Commission
PPA	Prospective Purchaser Agreement
Property	715 NW Hoyt Street, Portland, Oregon
RAP	Remedial Action Work Plan
RBC	Risk-based Concentration
ROD	Record of Decision
SAP	Sampling and Analysis Plan
SOW	Scope of Work
Stantec	Stantec Consulting Services Inc.
TGA	Troutdale Gravel Aquifer
TPH	Total Petroleum Hydrocarbons
USPS	United States Postal Service
UST	Underground Storage Tank
VMF	Vehicle Maintenance Facility
VOC	Volatile Organic Compound

MASTER REMEDIAL ACTION WORK PLAN UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION
April 1, 2016

1.0 INTRODUCTION

This Master Remedial Action Work Plan (MRAP) is prepared by Stantec Consulting Services Inc. (Stantec) pursuant to the Scope of Work (SOW) under the Prospective Purchaser Agreement (PPA) - Consent Judgment, *State of Oregon, ex rel., Joni Hammond, Acting Director, Department of Environmental Quality v. Portland Development Commission*, Case No. [REDACTED] ("PPA" or "Consent Judgment") which relates to the Portland Development Commission's (PDC's) acquisition of the United States Postal Service (USPS) Processing & Distribution Center (P&DC) property which is an approximately 13.4-acre site located at 715 NW Hoyt Street, Multnomah County, Oregon, in Section 34, Township 1 North, Range 1 East, of the Willamette Meridian (the "Property"), as generally depicted on Figure 1. Capitalized terms used in this MRAP are terms that are defined in Section II of the SOW.

The anticipated transition from current USPS use to a future condition of Redevelopment will involve several phases. The first phase is PDC acquisition of title to the Property during which USPS will lease the Property from PDC ("Lease-Back" phase). The second phase is "Pre-Construction", which includes activities that may help ready the Property for Redevelopment. The third phase is "Redevelopment" of Sub-Parcels of the Property (see definitions for these three phases in the SOW). There may be overlap between these phases, e.g., Pre-Construction activity may overlap both Lease Back and Redevelopment.

As discussed in the PPA, PDC plans to take title to the Property in 2016, but Redevelopment will not likely occur for more than two years and, in some Sub-Parcel cases, will not occur for many years. Between 2016 and 2018 it is PDC's intent to lease-back the Property to the USPS. During the estimated two-year lease-back period, which could be extended, the USPS will construct and then move to a replacement facility located near the Portland Airport ("USPS Replacement Facility," as defined in the SOW). During the USPS Lease-Back tenancy, PDC will be responsible for compliance with the PPA including the obligations to maintain applicable Existing Site Use Remedial Action requirements pursuant to the terms of the SOW. PDC, as part of its lease agreement with USPS, will further require the USPS to abide by the SOW requirements. In addition, during the Lease-Back phase PDC will refine the current conceptual Property development framework to identify more particular Sub-Parcel specific uses. This necessary work will be done by PDC and the City of Portland (City), in part, to make the Property ready for solicitation of private developers of the Private Sub-Parcels. Advancing the Property conceptual development scenario to more specific Sub-Parcel use proposals will involve, among other steps:

- a change in land use code to allow for the multiple uses called for in the conceptual framework, City Council approval of the land use code change, public comment, and a one-year appeal period;

MASTER REMEDIAL ACTION WORK PLAN

UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

April 1, 2016

- master planning of Public and Private Sub-Parcel uses;
- survey and definition of Sub-Parcels; and
- designation of preferred rights-of-way for streets and designation of more specific park boundaries and other public infrastructure to support overall Property Redevelopment.

The Remedial Actions that will apply during the Lease-Back period will comply with the Existing Site Use Remedial Actions (as provided in the SOW) which are consistent with the July 12, 2010 Record of Decision (ROD; see Appendix A).

The second phase of the Property transition to Redevelopment is Pre-Construction. Pre-Construction may occur during part of the Lease-Back period as well as the period following USPS relocation to the USPS Replacement Facility. Pre-Construction activity is intended to make the Property and Sub-Parcels more attractive to prospective developers and to expedite later implementation of Sub-Parcel Specific Remedial Actions and Sub-Parcel Specific Redevelopment. Pre-Construction activity may include, but is not limited to, intrusive environmental site inspections, intrusive geotechnical site inspections, and demolition of structures (where such activities will not compromise, or only temporarily breach, the existing Cap), and potential Removal Actions such as removal of underground storage tanks (USTs) or soil Hot Spots. Provided such activities are conducted in accordance with the SOW, this MRAP and other applicable law, there is no specific requirement under the SOW with regard to when such activities must occur. The Pre-Construction activity will follow Existing Site Use Remedial Actions and will include replacement of any Cap that is disturbed with Temporary Capping or Cap-like materials (e.g. asphalt pavement). A work plan for voluntary Pre-Construction activities will be submitted to the DEQ for review and approval if the activities will disturb a significant amount of soil (i.e. >10 cubic yards). If PDC elects to initiate an activity that is identified in the ROD (Hot Spot Removal, certain investigation activities, etc.) as requiring DEQ oversight then PDC will prepare a work plan for such activity. Work plans will contain procedures for contaminated media management during the project that will supersede the 2011 CMMP. Temporary Uses may take place during the Pre-Construction phase and following the Lease-Back period on portions of the Property. Any Temporary Use similar to current USPS operations will not warrant access restrictions except in the Pintsch Manufactured Gas Plant (MGP) and Electrical Utility Vault Areas. For Temporary Uses deemed dissimilar from USPS operations, an evaluation of the need for any access restrictions necessary to protect Property users will be completed and the outcome of said evaluation approved by the DEQ.

The third phase is Redevelopment. Redevelopment will take place on Public and Private Sub-Parcels depending upon whether the Redevelopment is public infrastructure in nature or is the construction of private buildings and associated land improvements. On Public Sub-Parcels, this phase is likely to be conducted by public entities such as PDC or another City Bureau. Types of

MASTER REMEDIAL ACTION WORK PLAN UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

April 1, 2016

Public Sub-Parcel Redevelopment may include street right of way, park, commercial development, or others.

On the Private Sub-Parcels, Redevelopment is likely to be conducted by private entities to which PDC conveys a property interest (see SOW Attachment B for a summary of public/private entity Remedial Action obligations). PDC's successors will be bound to the terms of the Consent Judgment applicable to the Sub-Parcel as a matter of title and of their date of acquisition of ownership. To give DEQ advance notice of such transfers and assumptions of PPA/Consent Judgment obligations, the Consent Judgment provides a specific process for Notice of PPA Transfer prior to closing on a Sub-Parcel, on a form (to be agreed upon by DEQ and PDC/Owner) for such assumption.

As defined in the SOW, with regard to either public or private Redevelopment, Redevelopment involves the permanent removal of the Cap with intent to permanently change the existing land use. Consequently, Redevelopment involving removal of the Cap will not begin before consultation with DEQ and the development of a Sub-Parcel Specific RAP. Unlike the Lease-Back and Pre-Construction phases, Redevelopment on a Sub-Parcel is anticipated to invoke a change in Remedial Action scenario required for that particular Sub-Parcel from Existing Site Use to Hypothetical Future Site Use consistent with the ROD.

Redevelopment is anticipated to occur as multiple projects and phases on different Sub-Parcels. It is not currently known which Sub-Parcels will first be subject to Redevelopment. It is possible that Redevelopment of Sub-Parcels will be addressed in sequence or contemporaneously, but the SOW does not provide any specific time requirement for such Redevelopment except as provided in SOW Section II.C.v (regarding zoning, planning, selection of master development partner(s), and certain voluntary Pre-Construction activities).

This MRAP provides the Remedial Action elements that will apply during use and ownership of the Property as it transitions from its current use by the USPS to the Lease Back, Pre-Construction, and finally the Redevelopment state. Existing Site Use Remedial Action requirements will apply during both the USPS Lease-Back and Pre-Construction phases or activities, including Temporary Uses. Via a Sub-Parcel Specific RAP, the Hypothetical Future Site Use Remedial Actions will apply to the Redevelopment phase or to the permanent removal of the Cap for Remedial Action purposes. The MRAP further provides for proper management of contaminated soils during Lease Back and Pre-Construction and under Existing Site Use. The previously-approved Contaminated Media Management Plan (2011 CMMP) (Exponent, 2011) will be applicable during these phases. A copy of the 2011 CMMP is provided in Appendix D. During Redevelopment as part of a Sub-Parcel Specific RAP there will be developed a Sub-Parcel Specific CMMP that will be approved by the DEQ, and which will supersede the 2011 CMMP for that Sub-Parcel. Institutional Controls are in place as described in the 2011 Easement and Equitable Servitude (2011 EES) and will

MASTER REMEDIAL ACTION WORK PLAN UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION
April 1, 2016

continue to be implemented during the Lease Back and Pre-Construction phases. A copy of the 2011 EES is provided in Appendix C. Following implementation of a Sub-Parcel Specific RAP (after development has been completed), a new Sub-Parcel Specific EES will be prepared and recorded, and will supersede the 2011 EES for that Sub-Parcel as provided in Section 3.D of the Consent Judgment.

While this MRAP provides the generally appropriate Remedial Action elements for existing use and future development on the Property, additional Sub-Parcel Specific RAPs (as discussed in the SOW) will be required to be prepared and submitted to DEQ prior to commencing any Redevelopment. In this manner, the MRAP establishes a standard that is consistent with the ROD and allows for Pre-Construction activity that maintains the protections of Existing Site Use, whereas subsequent Sub-Parcel Specific RAPs will provide additional detail on implementation of Remedial Actions consistent with Hypothetical Future Site Use at the Sub-Parcel level during Redevelopment.

1.1 PROPERTY LOCATION

The Property is an approximately 13.4-acre, roughly rectangular-shaped parcel located within the Pearl District in Portland, Oregon. The Property is comprised of tax lots 100 and 200 on Multnomah County tax map 1N 1E 34BC. The Property is bounded by the Lovejoy Street Ramp to the Broadway Bridge to the north, by the NW Broadway Ramp to the Broadway Bridge to the east, NW Hoyt Street to the south, and NW 9th Avenue to the west.

The USPS P&DC processes all outgoing mail for the state of Oregon, and includes a 398,000-square-foot P&DC Building, a 10,025-square-foot Vehicle Maintenance Facility (VMF), a 157,400-square-foot multi-story parking structure, and surface parking and maneuvering areas for postal vehicles (Figure 2). The entire Property is covered by either structures or paving, with the exception of a few small landscaped areas along the southern Property boundary adjacent to NW Hoyt Street and NW 9th Avenue. Public access is restricted to all portions of the Property except the post office situated at the south end of the P&DC building along NW Hoyt Street.

The Property is zoned EXd (Central Employment), as is property to the immediate north and west. Property to the immediate east and south is zoned CXd (Commercial). Both the EXd and CXd zones allow residential development. The nearest surface water body is the Willamette River, located at its closest approximately 700 feet to the northeast.

1.2 PROPERTY HISTORY

The eastern area of the Property (9.0-acre tax lot 100) was owned by the Northern Pacific Terminal Company (NPTC, later becoming Portland Terminal Railroad Company or PTRR) from

MASTER REMEDIAL ACTION WORK PLAN UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

April 1, 2016

1882 to 1959. The same entity owned the western portion of the Property (4.4-acre tax lot 200) from 1882 to 1974. NPTC/PTRR used the entire Property for railyard operations. Rail operations included numerous track lines and, for a brief period of time, a railroad turntable. Rail car repair and cleaning were performed along the west side of the Property in the 1890s and early 1900s (Coach Cleaning Area), while freight depots operated in the eastern portion of the Property from the 1890s to later 1950s. A 1901 Sanborn Map depicting the configuration of the Property at that time is provided in Appendix E. A MGP operated in the northwest corner of the Property from approximately 1893 to the 1930s, producing compressed gas from naphtha-grade oil for the lighting of railroad cars. MGP process equipment included an above-ground gas holder, high-pressure tanks, a tar well, and oil tanks. No definitive information has been found regarding operations and waste disposal practices at the former MGP. The historical configuration of the MGP is depicted on the 1901 Sanborn Map included in Appendix E. Also included in Appendix E is a figure from a Phase I Environmental Site Assessment completed by Hart-Crowser in 2008 that depicts the location of historical Property features in relation to the current Property and vicinity configuration.

USPS purchased the eastern half of the Property in 1959, and subsequently sold it in 1960. The USPS then leased and began operation of the P&DC on the eastern portion of the Property in 1962. In 1974 USPS purchased the eastern and western halves of the Property, forming the Property as it is configured today. The P&DC and VMF buildings were constructed in 1962, and the parking structure in 1987. Figure 3 shows selected current and historical Property features.

1.3 PRIOR ENVIRONMENTAL INVESTIGATIONS

A number of phases of environmental investigation and cleanup have been performed largely focused on the following areas associated with hazardous substances from historical (railroad) operations:

- Former MGP;
- Former Coach Cleaning;
- Electrical Utility Vault; and
- Storm Sewers.

USPS also has conducted underground storage tank (UST) investigations related to its operations at the Property. Investigation work completed under DEQ UST and Voluntary Cleanup Programs is presented in subsection 1.3.1, investigation work performed independently of DEQ is presented in subsection 1.3.2, and work performed under an Intergovernmental Agreement between USPS and DEQ in subsection 1.3.3. Figure 4 shows most historical soil and groundwater sampling locations at and around the Property. References for individual investigations are presented in Section 8.

MASTER REMEDIAL ACTION WORK PLAN

UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION
April 1, 2016

1.3.1 Investigation Under DEQ UST (LUST #26-92-0068) and Voluntary Cleanup (ECSI #2183) Programs

VMF and South Side of P&DC Building. Six USTs used by the USPS to store diesel, gasoline, waste oil, and heating oil were decommissioned by removal in 1992 and 1993. Five USTs were located at the USPS VMF, and one was located on the south side of the P&DC Building. Contamination was detected in both areas, and soil remediation was completed. DEQ's Northwest Region UST program issued a no further action (NFA) determination for the UST decommissioning activities on June 13, 1997, but noted that some pockets of elevated petroleum contamination were left in both areas because of inaccessibility. Elements of these UST activities are discussed below.

1993 UST Decommissioning Report Review & Soil Investigation. This report, prepared by Dames & Moore, presents the results of soil boring and test pit work that was done at the VMF in the course of decommissioning five USTs: a 300-gallon waste oil UST; a 1,000-gallon and two 5,000-gallon diesel USTs; and a 10,000-gallon gasoline UST. Hand auger borings (B1 through B18, and EX-1) were advanced to a maximum of 4 feet below ground surface (bgs), with one to two soil samples from each analyzed for total petroleum hydrocarbons (TPH). Three deeper test pits were dug south of the VMF, and selected soil samples were analyzed for TPH. In the hand auger samples, TPH was detected at a number of locations to a maximum concentration of 71,000 milligrams per kilogram (mg/kg) (diesel/oil). Deeper test pit samples were generally non-detect.

1994 UST Decommissioning & Soil Investigation Report. A 25,000-gallon Bunker C UST located immediately south of the existing P&DC Building was decommissioned in 1993. In the course of removal, contamination was observed in the area of the product line, which had been hit during shoring activities. No impacts were observed in the UST excavation. Numerous soil samples were collected during decommissioning of the UST. Results from investigation and confirmatory sampling are documented in *Geotechnical Investigation, 25,000 Gallon UST Removal* (June 8, 1993) and *UST Decommissioning & Soil Investigation Report* (February 10, 1994) prepared by Dames & Moore. Impacted soil was removed from this location, and transported offsite for disposal. A pocket of residual contamination (up to 770 mg/kg diesel) was left in place next to the P&DC Building foundation as noted in DEQ's June 13, 1997 NFA letter for the UST removal. A monitoring well was installed in 1993 by Dames & Moore near the southeast corner of the garage associated with the UST decommissioning at this location. Groundwater was analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX). No BTEX was detected in groundwater.

2001 Preliminary Assessment Report. Alisto Engineering Group completed a Preliminary Site Assessment for the Property dated March 8, 2001. Work included the advancement of borings to a maximum of 32 feet bgs at nine locations in the northwest corner of the Property (MGP Area), and the collection of deeper soil samples (8 to 32 feet bgs) and shallow groundwater samples

MASTER REMEDIAL ACTION WORK PLAN

UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

April 1, 2016

from the same areas. Soil samples were analyzed for TPH, BTEX, polynuclear aromatic hydrocarbons (PAHs), and metals, and grab groundwater samples collected from the boreholes were analyzed for TPH and BTEX. Three monitoring wells (MW-1 to MW-3) were subsequently installed and sampled in August 2000. Sample results are discussed below in subsection 1.3.3.

1.3.2 Independent Investigations Reported to DEQ

1987 Parking Garage Geotechnical Investigation. Geotechnical borings (B-1 and B-2 and CC-1 to CC-4) were completed in 1986 and 1987 in association with construction of the Parking Garage. It appears from DEQ records that the 1986 work was completed by Cornforth Consultants and the 1987 work by Geotechnical Resources. Borings were advanced to 45 feet bgs. No visual evidence of contamination was noted. No samples were submitted for laboratory analysis of contaminants.

1993 Geotechnical Investigation. In association with decommissioning of the 25,000-gallon Bunker C UST located south of the P&DC Building, a soil and groundwater sample were collected near the UST. No petroleum hydrocarbons were detected in the samples.

1996/1997 Limited Subsurface Environmental Assessment, Proposed Utility Construction. As a prelude to utility construction west of the P&DC Building, shallow soil samples were collected from three of four soil borings (B-1 through B-4). In addition, a groundwater sample was collected in late 1996 from monitoring well MW-A. Soil samples were analyzed for TPH, PAHs, and total metals. The groundwater sample was analyzed for TPH, PAHs, and BTEX. The well was resampled in November 1997. There were no analyte detections in either groundwater sample with the exception of fluoranthene at a concentration of <1 microgram per liter ($\mu\text{g/L}$) in the 1996 groundwater sample, and dissolved lead at a concentration of 1.5 $\mu\text{g/L}$ in the 1997 groundwater sample.

1997 Work Plan, Excavation Monitoring and Oversight. Additional data from the utility trench was included in GeoEngineers' *Work Plan, Excavation Monitoring and Oversight* (May 16, 1997). A composite sample (SS-1/SS-2) collected from stockpiled soil excavated from the utility trench contained diesel and heavy oil concentrations up to 5,170 mg/kg and 3,880 mg/kg, respectively. Individual PAH concentrations up to 292 mg/kg also were detected in the composite sample. A soil sample collected from the utility trench following excavation (TS-1) had reduced levels of hazardous substances. Soil Sample USPS-1 had elevated levels of hazardous substances.

1997 Report of Excavation Observation and Monitoring. GeoEngineers' report contained confirmatory sampling data from the five shallow utility trenches that were excavated to facilitate utility construction. Confirmatory samples were collected from depths varying from 1.5 to 13 feet bgs, and analyzed for TPH, metals, volatile organic compounds (VOCs), and PAHs.

MASTER REMEDIAL ACTION WORK PLAN

UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

April 1, 2016

Elevated TPH, metals (arsenic and lead), and PAHs were detected. At location USPS-T#5-2 (3.5 feet bgs), diesel and heavy oil were detected at up to 175,000 mg/kg and 128,000 mg/kg respectively. Benzo(a)pyrene and naphthalene were detected at up to 73.1 mg/kg and 246 mg/kg, respectively.

2000/2001 Natural Gas Line. Soil sampling was completed in 2000 and 2001 in conjunction with rerouting of a natural gas line situated along the east side of the Property and in NW Broadway Street. TPH, PAHs, and metals were detected in the soil samples collected.

1.3.3 Investigations Governed by DEQ/USPS Intergovernmental Agreement

MGP Area. Investigation of the former MGP Area located in the northwest Property corner was initiated in 2000. Initial work focused on soil sampling and VOCs, PAHs, and TPH were detected. Three shallow groundwater wells (MW-1 to MW-3) were subsequently installed and monitored between 2000 and 2003. Contaminants detected in soil and groundwater included primarily petroleum hydrocarbons, VOCs, and PAHs that are likely attributable to MGP operations and historical railyard activities in the area. Impacts to groundwater were primarily located in the vicinity of MW-3.

Petroleum hydrocarbons and VOCs were not detected in MW-1 or MW-2, located south (upgradient) and east (side-gradient) of the MGP footprint. PAHs were detected in both wells at concentrations of less than 1 µg/L. At MW-3, located within the footprint of the MGP, maximum detections of diesel, heavy oil, naphthalene, and benzene were 13,000 µg/L, 3,920 µg/L, 3,900 µg/L, and 1,020 µg/L, respectively. Monitoring of MW-1 and MW-2 was discontinued in 2003 based on a lack of significant detections. Monitoring of MW-3 was discontinued in 2005 when DEQ determined that groundwater impacts had been adequately delineated.

In 2004, 12 borings (P-3, P-6, and P-9; PP-1 through PP-7, and SS-2 and SS-3) were advanced in the MGP Area. Samples were collected at depths ranging from 3 to 90 feet bgs. Most borings were advanced for collection of shallow soil samples to assess near-surface impacts in the MGP Area to augment the deeper investigation completed in 2001. Boring PP-6 was advanced to the top of the Troutdale Gravel Aquifer (TGA) to determine the depth (elevation) of the TGA on the Property. Borings SS-2 and -3 were advanced to 32 feet bgs to evaluate conditions in the vicinity of the former (abandoned) Tanner Creek Sewer located west of the Property below NW 9th Avenue. Analysis included BTEX, VOCs, PAHs, and petroleum hydrocarbons.

Petroleum hydrocarbons, and PAHs in particular, were commonly detected, with the highest concentrations found in deeper unsaturated soil and extending into the top of the water table (7 to 16 feet bgs). The presence of elevated contamination at depth was surmised to be from fill placed on the Property subsequent to MGP and railroad activities.

MASTER REMEDIAL ACTION WORK PLAN

UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

April 1, 2016

At the presumed location of the former MGP "tar well", a boring was advanced to the top of the TGA at approximately 90 feet bgs, and samples collected from multiple intervals for analysis. Hazardous substances typical of historical MGP and railyard activities were observed in soil and groundwater, but attenuated with depth. Non-aqueous phase liquid was not observed in the TGA. A monitoring well (TGA-1) was subsequently installed near this location, and groundwater samples collected from December 2004 through September 2005. Petroleum hydrocarbons, benzene, and naphthalene were detected up to 0.78 milligrams per liter (mg/L), 1.72 µg/L, and 2.27 µg/L, respectively. Based on a lack of significant impact, USPS requested and received DEQ approval to discontinue sampling of TGA-1.

Storm Sewer. Investigation at the nearby Station Place site and within NW Lovejoy Street during construction of the new ramp in 2003 identified petroleum hydrocarbon, VOC, and PAH contamination in soil and shallow groundwater along the eastern margin of NW 9th Avenue. MGP wastes are considered the likely source of this contamination. Subsequent video survey of the sewer and sampling of stormwater within a 27-inch sewer beneath NW Lovejoy in the mid-2000s identified MGP waste (benzene, naphthalene, and other PAHs) within the sewer, but at low levels that did not exceed risk-based screening values at sample collection points (manholes) downstream of the Station Place site. Ambient water quality samples were collected during both low and high water flow conditions.

To evaluate conditions in the northwestern area of the Property and in the vicinity of the former (abandoned) Tanner Creek Sewer, two borings (SS-2 and SS-3) were advanced as close to the sewer line as possible at DEQ's request in 2004. Soil samples were collected from depths between 16 and 32 feet bgs and analyzed for BTEX, VOCs, PAHs, petroleum hydrocarbons, and metals. Petroleum hydrocarbons (up to 1,380 mg/kg), PAHs, and VOCs (excluding benzene and others) were detected, indicating that MGP contamination extends off of the Property and beneath NW Lovejoy Street. Groundwater adjacent to the sewer was similarly impacted.

During construction of the new Lovejoy Ramp in the early 2000s, an unknown petroleum product was observed by DEQ seeping from shallow soil in an excavation sidewall. DEQ recalls that the seepage was observed near the northwest corner of the VMF. In contrast, the City indicated that seeps were observed near the northwest corner of the Property and not near the VMF (City of Portland, 2004 as cited in ARCADIS, 2006). The City noted that the seep was encountered during installation of a light pole adjacent to the Station Place property on the north side of vacated NW Lovejoy Street. According to DEQ staff, the area of seepage was subsequently covered and the source of the contamination not identified.

Contamination from past releases from the Property historically migrated to adjacent properties, generally to the north and west of the northwest corner of the Property. Contamination associated with past MGP releases has been identified within the abandoned Tanner Creek

MASTER REMEDIAL ACTION WORK PLAN UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

April 1, 2016

Sewer located below NW 9th Avenue (north of NW Irving Street and extending north towards the Willamette River). DEQ determined in the ROD that additional off-site investigation of MGP-related releases was not warranted by the owner of the Property, anticipating complete of this work by former Property owner PTRR (which was the property owner during MGP operations). A 2015 "Abandoned Tanner Creek Sewer and 9th and Lovejoy Street Investigation Summary Report" (CH2MHILL, 2015) prepared on the behalf of PTRR has been reviewed by DEQ, with the agency noting that impacts from the former MGP operations may extend north to the (City of Portland) Centennial Mills property located adjacent to the Willamette River. DEQ intends to work with PTRR to further investigate the degree to which past releases associated with the MGP may still be impacting the Abandoned Tanner Creek Sewer and contributing to releases in the sewer system at Centennial Mills and, if such investigations so justify, to take appropriate remedial action. The Consent Judgement does not compel PDC or a subsequent Owner to undertake cleanup or source control activity associated with past off-site releases from the Property.

Electrical Utility Vault. Subsurface petroleum contamination was encountered in 1996 during geotechnical drilling associated with an electrical utility vault expansion west of the P&DC Building. Near-surface soil was visually impacted, and subsequent laboratory analysis identified petroleum hydrocarbons, VOCs, PAHs, and lead in the soil. Impacted soil was excavated and transported offsite for disposal at the Hillsboro Subtitle D Landfill. A monitoring well (MW-A) was installed in the impacted area in 1996 by GeoEngineers and groundwater samples were collected during low and high water conditions, and in October 2004. Significant groundwater impacts were not observed.

During subsequent investigations completed by ARCADIS in 2004, additional borings (UV-1 through UV-8) were advanced, generally to 15 feet bgs, to further delineate the area. One boring (UV-8) was advanced to 30 feet bgs and a temporary shallow groundwater monitoring point was constructed. Soil and groundwater samples from the boring and wells (UV-8 and MW-A) were analyzed for BTEX, PAHs, and petroleum hydrocarbons. Elevated contaminants including PAHs were detected in soil. Two PAHs were detected in groundwater in the UV-8 boring; none were detected in monitoring well MW-A.

Coach Cleaning Area. According to Sanborn Fire Insurance Maps and other sources, the cleaning of railroad passenger (coach) cars was performed in the west-central portion of the Property. To evaluate environmental conditions in this area, seven borings (CC-1 to CC-7) were advanced to 15 feet bgs in this area in 2004, and two samples (surface and subsurface) at each location were collected and analyzed for VOCs, petroleum hydrocarbons, PAHs, and metals. Organic contaminants generally were detected at low concentrations, or were absent. Arsenic and lead concentrations in soil were notably elevated. Detected arsenic ranged from 22 mg/kg to 48 mg/kg, and lead from 244 mg/kg to 1,080 mg/kg. In 2006, three additional borings (CC-8 to

MASTER REMEDIAL ACTION WORK PLAN UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

April 1, 2016

CC-10) were advanced in the area. Elevated lead and arsenic were detected up to 3,020 mg/kg and 50.9 mg/kg, respectively.

Parking Garage. As part of the remedial investigation, shallow and deeper soil samples were collected from a boring located immediately south of the Parking Garage on the Property (EH-1) in 2004 and analyzed for petroleum hydrocarbons, VOCs and PAHs. Soil samples were not analyzed for metals. Low levels of a few PAHs were detected.

Northeast Corner. Sampling was completed in the northeast corner of the Property in 2004. Soil samples were collected (surface and at depth) at three locations (EH-3 through EH-5), with notable detections of petroleum hydrocarbons at EH-3. Soil samples were not analyzed for metals. Soil samples were later collected at two additional locations (EH-6 and EH-7). Petroleum hydrocarbons were detected at 2,000 mg/kg at one location (EH-6), and arsenic at both (to 17.2 mg/kg).

1.4 PROPERTY REDEVELOPMENT AND REMEDIAL ACTION IMPLEMENTATION

After purchasing the Property, PDC intends to lease back the Property to the USPS for a period of approximately 2 years - the time estimated for the USPS to build and move into the USPS Replacement Facility. Based on these plans, no Redevelopment is reasonably anticipated on the Property until well after fall of 2018. However, immediately upon acquisition of title to the Property, PDC will maintain the Remedial Actions selected in the ROD for the Existing Site Use scenario (as further described in Section 2.1., below), which will also apply to Pre-Construction activities. The Remedial Actions required for Hypothetical Future Site Use will apply during Redevelopment as provided in this MRAP and the SOW.

PDC has a conceptual development framework for the Property. Figure 5 illustrates this development framework, which includes:

- street development (encompassing approximately 17% of the Property);
- park and open space development (encompassing approximately 11% of the Property);
- and,
- commercial and urban residential (25% of the housing will be affordable) over ground floor commercial development (encompassing approximately 72% of the Property).

While this conceptual development framework reflects PDC goals for the project and preliminary public sentiment, including the inclusion of parks and affordable housing, the actual composition and layout of the development and placement of infrastructure (i.e., roads, sidewalks, public spaces, etc.) may vary significantly from this framework. Because the actual

MASTER REMEDIAL ACTION WORK PLAN UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

INTRODUCTION

April 1, 2016

development that will occur at the Property is not known today, this MRAP has been prepared to provide a Remedial Action implementation framework and general overlay rather than detailed parcel-specific plans for future Remedial Action implementation.

It is anticipated that Remedial Actions will be implemented on different portions of the Property (Sub-Parcels) over the course of many years. When a permanent change in use of a Sub-Parcel is intended and such change necessitates the permanent removal of the existing Cap, then in order to implement the change, a Sub-Parcel Specific RAP (as defined in the SOW) will be prepared. These Sub-Parcel Specific RAPs will include details regarding: 1) the manner in which the Remedial Action requirements in the ROD for the Hypothetical Future Site Use scenario and the SOW will be met and implemented, 2) the health and safety measures that will be implemented during the development project, and 3) methods that will be utilized to manage contaminated media that might be encountered during the project, principally excess contaminated soils generated during construction. Sub-Parcel Specific RAPs are subject to DEQ review and approval. Once approved by DEQ, Sub-Parcel Specific RAP requirements will apply to specific Sub-Parcels at the time the Redevelopment occurs. Ownership of a Sub-Parcel may change immediately prior to Sub-Parcel Specific RAP implementation, consequently DEQ may review and approve a Sub-Parcel Specific RAP that anticipates a property right conveyance as part of implementation.

As provided in the SOW, PDC will continue to implement Existing Site Use (which includes requirements in the ROD, 2011 EES, 2012 cNFA, and 2011 CMMP) until such time as Redevelopment occurs. For example, when the first development of a Sub-Parcel is undertaken that will change the use of a specific Sub-Parcel, permanent removal of the existing Cap for that Sub-Parcel will trigger a change from the Existing Site Use Remedial Action scenario to the Hypothetical Future Site Use scenario, but only on the affected Sub-Parcel. The Existing Site Use scenario will remain in effect on all other portions of the Property not subject to Redevelopment. Further, during Pre-Construction (and consistent with the ROD [page 22]), if PDC/developer elects to remove an area of the Cap, the Cap can be replaced with like material without requiring approval from DEQ. If a Temporary Capping type other than like material is utilized (i.e. 4 inches of gravel underlain by demarcation layer, as specified on page 22 of the ROD), the PDC/developer must engage with the DEQ to obtain approval of a Temporary Cap specification that is as equally protective of human health as the Cap removed. . Consistent with Existing Site Use, restriction of access to the area via fencing also will occur, if required, to maintain the level of protectiveness provided by Existing Site Use for the affected area. Because the Property use would not change, the Existing Site Use Remedial Actions are appropriate.

As PDC works with a developer considering Redevelopment of a particular Sub-Parcel, PDC or that developer may choose to conduct Pre-Construction activities such as an environmental assessment, geotechnical investigation, or other intrusive site assessment prior to acquisition or

MASTER REMEDIAL ACTION WORK PLAN UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

REQUIRED REMEDIAL ACTION
April 1, 2016

prior to Redevelopment. Limited penetration of the Cap will be required in performing this work. This will not trigger Redevelopment Site Use Remedial Actions, but the developer will be required to promptly restore the surface Cap for any borings or test pits (via replacement with like materials or Temporary Capping), and the Existing Site Use Remedial Actions will remain in effect for this portion of the Property. Any investigation-derived waste generated will be properly characterized and disposed off-Property in accordance with applicable law.

For each Private or Public Sub-Parcel Redevelopment project, an entity responsible for Remedial Action implementation (e.g. PDC or developer) will execute a Cost Recovery Agreement with the DEQ. It is anticipated that this entity will be the Owner of the Sub-Parcel, particularly if the Owner is a private party. However, even if PDC is not the Owner of the Sub-Parcel, in some circumstances, it may be the PDC that enters into a Cost Recovery Agreement with the DEQ, at PDC's discretion.

Upon execution of the Cost Recovery Agreement, the DEQ will establish a new and unique Environmental Cleanup Site Information (ECSI) file for the affected Sub-Parcel. A Sub-Parcel Specific RAP/CMMP will be prepared and submitted to the DEQ for review and approval. Sub-Parcel Specific RAPs will include, at a minimum, a description of Sub-Parcel Remedial Action design and a Sub-Parcel Specific CMMP. The PDC/developer will retain an environmental consultant to prepare the Sub-Parcel Specific RAP/CMMP, provide oversight of Remedial Action implementation activities during Redevelopment, and prepare the Closure Report following the completion of Remedial Action implementation for the development project signed by the Project Manager and Oregon-registered Professional Engineer or Geologist certifying that the Remedial Actions for the Sub-Parcel have been completed in accordance with the Consent Judgment (see Consent Judgment Section 9). Once the DEQ has approved the Closure Report, a Sub-Parcel Specific EES will be prepared and recorded with the deed for the Sub-Parcel, superseding the existing 2011 EES. The DEQ will then issue a cNFA letter and Certificate of Completion for the Sub-Parcel (in accordance with Section 9 of the Consent Judgment), indicating that all PPA requirements have been met, and that Remedial Actions implemented are protective of human health and the environment.

2.0 REQUIRED REMEDIAL ACTION

In the ROD, Remedial Actions were selected by DEQ under two different Remedial Action scenarios, including an "Existing Site Use" scenario and also a "Hypothetical Future Site Use" scenario under which the Property will be redeveloped.

In this MRAP, the term "Existing Site Use" is used to describe the selected Remedial Action scenario elements under the ROD, but as defined in the SOW, the term will also include the

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

REQUIRED REMEDIAL ACTION
April 1, 2016

Remedial Action elements of the 2011 EES, 2012 cNFA, and 2011 CMMP. The term "Hypothetical Future Site Use" will be used in this MRAP to describe the selected Remedial Action requirements under the ROD for Redevelopment.

2.1 EXISTING SITE USE

The selected remedial actions for soil and groundwater contaminants under the Existing Site Use scenario include:

1. Maintenance of the Cap (paving and buildings over the entire Property).
2. Minimizing occupational worker exposure to impacted soil by maintaining existing limited use in the Former Pintsch Manufactured Gas Plant (MGP) and Electrical Utility Vault areas of the Property.
3. Use of Engineering Controls and Institutional Controls (personal protective equipment as necessary and limitations on Property access) to prevent exposure of excavation workers to contaminated soils and groundwater.
4. Recording of a EES with the Property deed summarizing information on Property contamination, worker notification and protection requirements, cap inspection and maintenance requirements, acknowledging the requirements set forth in the CMMP, and prohibiting use of groundwater for drinking or any other purposes.

These Existing Site Use Remedial Actions have been implemented by the USPS. Upon taking title from USPS PDC will continue to implement these Remedial Actions until Redevelopment commences or a Sub-Parcel is conveyed to another party that assumes the obligations of this PPA. When a Sub-Parcel is conveyed to another party the other party will continue to implement the Existing Site Use until Redevelopment triggers the generation of a Sub-Parcel Specific RAP (and corresponding Hypothetical Future Site Use Remedial Action requirements as described further below).

2.2 HYPOTHETICAL FUTURE SITE USE

Proposed Remedial Actions for soil and groundwater contaminants under the Hypothetical Future Site Use scenario include:

1. Maintenance of the existing Property cover (paving and buildings) until future Redevelopment occurs, and Temporary Capping and access restrictions if cover is compromised or removed.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

REQUIRED REMEDIAL ACTION

April 1, 2016

2. Concurrent with Redevelopment, capping of areas where soil exceeds acceptable risk levels with a demarcation layer and a minimum of two feet of clean fill (landscape areas) or hardscape (buildings and paved areas). Cap specifications for paved/building areas to be determined in a remedial design document and subject to DEQ approval.
3. Excavation of soil exceeding hot spot concentrations (concentration more than 100 times higher than applicable risk-based concentration [RBC] for individual carcinogenic compounds) in the Electrical Utility Vault and MGP areas. Excavated soil requires offsite disposal at a Subtitle D landfill or other DEQ-approved facility. This action will require confirmatory sampling to ensure that all hot spot soils are removed.
4. Installation of a vapor mitigation system beneath future buildings constructed in the MGP and Electrical Utility Vault areas to prevent potential exposure of future users to contamination via vapor intrusion, or additional investigation to demonstrate that a vapor mitigation system is not needed to protect human health.
5. Removal of two pockets of petroleum contamination beneath existing Property buildings, as described in DEQ's June 13, 1997 approval letter for decommissioning of Property USTs. Alternatively, completion of a risk analysis confirming that the residual contamination does not pose a risk to human health or the environment under the appropriate Property use scenarios also will be acceptable.
6. Implementation of Engineering Controls for soil following hot spot removal and any other soil removal related to Property development to prevent excavation worker exposure to contaminated soils. Implementation of Engineering Controls for groundwater to prevent excavation worker exposure to contaminated groundwater in an excavation in the former MGP Area. Controls are to be outlined in a CMMP, including protocols for worker notification and requirements for personal protective equipment (PPE), dust suppression, soil management protocols, site access restrictions, etc.
7. Recording of a Sub-Parcel Specific EES with the Property deed (unless the 2011 EES recorded by USPS is determined to be adequate), outlining hazards, cap inspection and maintenance requirements, a prohibition of groundwater use for any purpose, and acknowledging the requirements set forth in the CMMP.

Each Sub-Parcel specific Redevelopment will comply with the above Remedial Actions for Hypothetical Future Site Use provisions as specified in this MRAP and the SOW. On Sub-Parcels upon which Redevelopment has not yet been proposed and upon which a Sub-Parcel Specific RAP has not been approved, PDC/Owner will continue to implement all Existing Site Use Remedial Actions.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

REQUIRED REMEDIAL ACTION
April 1, 2016

Further, the ROD also notes a number of assumptions or conditions with respect to Hypothetical Future Use Remedial Actions. These are summarized below.

1. The selected remedial actions for the Hypothetical Future Us scenario assume that under redevelopment, the Property will include an urban residential element, as is the case with nearly all new development in the area. If redevelopment of a Sub-Parcel does not include an urban residential component, re-evaluation of conclusions regarding hot spots, areas of excess risk requiring remedial action, etc. will need to be revisited. Similarly, as described in the selected remedial actions above, removal of significant soil and/or groundwater contamination under Sub-Parcel development (beyond the required hot spot removal) may reduce or eliminate the amount of contamination requiring remedial action, and thus modify the selected remedy. The DEQ has indicated that modification of the selected remedy is acceptable provided that necessary risk analysis is completed to the DEQ's satisfaction.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

REQUIRED REMEDIAL ACTION

April 1, 2016

2. It is DEQ's expectation that railroad-related shallow soil contamination extends beneath Property buildings and other paved areas where sampling has not been performed. Capping will be required in these areas unless DEQ-approved sampling is performed to confirm the absence of significant contamination.
3. Given the nature of Property contamination (generally surficial in nature and related to historical Property-wide railroad activity), groundwater investigation at the Property has been limited to the areas where deeper soil or groundwater impacts were either observed or inferred (MGP and Electrical Utility Vault areas, and the UST near the south Property boundary). If significant contamination (indicated by visible or olfactory evidence) is encountered during Sub-Parcel redevelopment in areas where analytical data is limited or absent, characterization sampling will be required by DEQ and may include a full range of metals, PAHs, VOCs, and cyanide. If contamination is present at depth, DEQ may require groundwater sampling. Note that unexpected contamination applies both to contamination associated with past railroad and MGP operations, and to contamination associated with USPS operations not specifically addressed in the Property remedial investigation.
4. Following or in lieu of UST pocket-in-place removal, DEQ will require confirmatory sampling to verify that 1) the nature and extent of this contamination have been defined, 2) residual contamination does not pose an unacceptable risk, and 3) contamination does not extend to the water table. Groundwater sampling may be required by DEQ if deeper soil impacts are found.
5. DEQ will not require additional site characterization or remediation of contamination located off-site beneath the adjacent NW 9th Avenue and NW Lovejoy intersection, and extending to the north below NW 9th Avenue within and around the Abandoned Tanner Creek Sewer. The primary source of the contamination appears to be historical releases from the MGP formerly located in the northwest Property corner. Investigation and cleanup, as necessary, will be pursued through the historical MGP owner/operator. As part of Property development, however, DEQ will require that any on-site utility connections to the Abandoned Tanner Creek Sewer be located and abandoned. Operating utility connections that may act as a preferential migration pathway for off-site migration of contaminants will likewise need to be addressed. Any unexpected contamination (beyond that identified under the Property remedial investigation and risk assessment found during this effort will need to be addressed to DEQ's satisfaction.
6. At the discretion of DEQ and with prior approval, reuse of non-hot spot contaminated soil below Sub-Parcel surface cap features will be permitted. DEQ approval of non-hot spot contaminated soil reuse shall not be unreasonably withheld provided a demonstration is

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

SURFACE CAPPING
April 1, 2016

made that soil reuse does not exacerbate Property environmental conditions or present an unacceptable risk to human health or the environment. Reuse of Property demolition debris (primarily asphalt and concrete) also will be permitted (no prior DEQ approval required) provided the debris exhibits negligible visual or olfactory evidence of contamination and has negligible contaminated soil adhered to it.

2.3 REMEDIAL ACTION TEAM ORGANIZATION AND RESPONSIBILITIES

It is anticipated that Redevelopment of the Property will occur in multiple phases or projects, and that such Redevelopment will involve Sub-Parcels of the Property. As each Redevelopment phase or project is initiated, a remedial action team for that particular phase (and for the particular Sub-Parcel) will be established by the PDC and each subsequent Sub-Parcel Owner. The team will generally include a developer/Supervising General Contractor (SGC), environmental consultant, PDC and DEQ. The developer/GC will be responsible for all Property demolition or construction activities. The developer/GC and environmental consultant will provide DEQ a draft Sub-Parcel Specific RAP (which shall include all appropriate specific elements for the Redevelopment pursuant to the SOW and as identified in this MRAP). The environmental consultant will be responsible for collecting documentation of the execution of the Sub-Parcel Specific RAP. This documentation will eventually be used to prepare a Closure Report at the completion of a Redevelopment project. The Owner of the specific Sub-Parcel will bear ultimate responsibility for Remedial Action implementation, and DEQ will oversee implementation consistent with the PPA and Sub-Parcel Specific RAP. To ensure that PDC and DEQ are aware of actions taken during development, good communication between the parties will be very helpful during the development process.

3.0 SURFACE CAPPING

3.1 GENERAL APPROACH – EXISTING SITE USE

As indicated in the cNFA issued for the Property on September 25, 2012, the Existing Site Use Remedial Action scenario surface capping has been implemented to the satisfaction of the DEQ. It is our understanding that the current surface capping at the Property is comprised primarily of buildings (VMF, Parking Garage, and P&DC Building) and asphalt/concrete pavement. In June 2011, exposed soil in an area along the western wall of the parking garage was capped with demarcation layer overlain by a few inches of river rock. Small areas of landscaping also remain along the southern boundary of the Property (Figure 2). Until all development phases have been completed, it is anticipated that this Existing Site Use remedial action will continue to be implemented by the PDC on portions of the Property unaffected by development projects as provided in the SOW and this MRAP. It is desirable to the PDC to retain

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

SURFACE CAPPING
April 1, 2016

the existing surface Cap to the maximum extent practicable to ensure the protection of human health and to minimize alteration of the existing stormwater management system at the Property during the Lease-Back and Pre-Construction phases/activities.

In areas of the Property where the existing Cap is removed (e.g., via demolition that removes building foundations, existing pavement, concrete, etc., to prepare a Sub-Parcel for Redevelopment) in a manner that exposes contaminated soil, Temporary Capping will be installed as an Engineering Control if restoration of the Cap with like material is not implemented or such removal does not lead to Remedial Actions under the Hypothetical Future Site Use remedy. Temporary Capping will be implemented to bring the Property back into conformance with Existing Site Use upon completion of the Pre-Construction activity executed (with appropriate erosion controls in place pending installation of Temporary Capping), and will only be used when a schedule for Redevelopment of the effected Sub-Parcel has been established. Temporary Capping will include, as a minimum design specification, demarcation layer overlain by four inches of clean gravel, which is consistent with the specification for Temporary Capping described on page 22 of the ROD. Prior to implementation of Temporary Capping, the DEQ will be consulted, and its approval obtained, regarding Temporary Capping specifications, with the expectation that the level of protectiveness of the Temporary Cap will be equal to, but not higher than, that of the surface capping removed in consideration of existing and planned use of the affected Sub-Parcel. Temporary Capping also may include the replacement of the Cap with like material. Replace of Cap with like material does not require DEQ pre-approval. Any area where Temporary Capping is utilized that does not include replacement with like material will be secured with fencing, if required, to prevent unacceptable exposure to COCs as provided in Section 8.4.4 of this MRAP. The use of Temporary Capping will allow the Existing Site Use Remedial Action scenario to remain in effect on parcels that have not transitioned to Redevelopment.

3.2 GENERAL APPROACH – HYPOTHETICAL FUTURE SITE USE

Permanent surface capping will be installed as an Engineering Control in all areas of the Property, unless a demonstration is made to the DEQ's satisfaction that such surface capping is not necessary to protect human health and the environment. Schematic diagrams for each typical permanent cap type that may be used at the Property for Private and Public Sub-Parcels are illustrated on Figure 6, but other cap configurations may also occur if DEQ agrees that such other cap specifications would be equally protective. New buildings may also be utilized as a type of surface cap, with no special requirements for demarcation layer, or material types or thicknesses. As indicated in these diagrams, geotextile as a demarcation layer will be installed to mark the boundary between potentially contaminated soil and clean materials placed as part of the surface cap. Subsurface utilities to be installed in contaminated soil below permanent Sub-Parcel surface cap (except under buildings) must be lined with demarcation material "tied

MASTER REMEDIAL ACTION WORK PLAN UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER

SURFACE CAPPING

April 1, 2016

into" the overlying surface cap demarcation material and backfilled with clean material. For public streets, City of Portland surface cap specifications must be utilized. As depicted in Figure 6, current City requirements include a surface cap comprised of clean fill, sub-base, and asphalt with a minimum thickness of 5 feet. All surface cap specifications will be revisited on a Sub-Parcel Specific basis during the preparation of Sub-Parcel Specific RAPs, include checking in with the City regarding the current City requirements for public street surface capping. The specification for demarcation material for all cap types is Mirafi 500X (a woven geotextile) or equivalent. Rolls of Mirafi 500X are 17.5 feet in width. An overlap of 12 inches is required during its installation. Four general cap types (illustrated on Figure 6) will be utilized: Street Areas, Hardscape Areas, Landscape Areas, and Asphalt Paved Areas (i.e., surface parking lots). As each individual development project or phase occurs, a capping plan will need to be developed and included as part of a Sub-Parcel Specific RAP. Each capping plan will include a drawing illustrating the footprint of each cap type, overlain with the development plan for the project.

The Property is occupied by several existing buildings with a total footprint of approximately 565,000 square feet. Portions of the Property beneath buildings have not been assessed for environmental contamination. When existing buildings are removed, close inspection of underlying soil must be performed. If visible or olfactory evidence of contamination is noted, DEQ must be informed of the presence of such evidence, and if required by DEQ, sampling of the suspect contamination must be completed. The ROD stipulates that these areas must either be capped, or that confirmation soil samples are collected to demonstrate that surface capping is not required to protect human health and the environment in these areas. At this time, it is anticipated that portions of the Property beneath buildings that exhibit negligible visible or olfactory evidence of contamination will be capped using the general approach described above, and that confirmation soil sampling in these areas will not be conducted. However, PDC or a developer may conduct focused site assessments to demonstrate that surface capping is not required in these areas in the future through the collection and testing of confirmation soil samples, subject to DEQ review and approval.

3.3 CONTAMINANTS OF CONCERN MITIGATED

Based on historical environmental investigations, contaminants of concern (COCs) detect in shallow subsurface soils at the Property at concentrations above potentially applicable risk-based concentrations (RBCs) are listed below:

- lead, iron, and arsenic;
- diesel- and heavy oil-range petroleum hydrocarbons;
- ethylbenzene; and

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

SOIL HOT SPOT AND POCKET-IN-PLACE EXCAVATION AND OFFSITE DISPOSAL
April 1, 2016

- polynuclear aromatic hydrocarbons (PAHs) including benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, 2-methylnaphthalene, and naphthalene.

3.4 SITE EXPOSURE MODEL

A surface cap will eliminate urban residential and occupational worker receptor direct-contact exposure to COCs in surface and shallow subsurface soil. By eliminating direct-contact exposure to COCs in Property soils, unacceptable risk to urban residential and occupational worker receptors is effectively mitigated. Surface capping will not limit or prevent direct contact with soil by construction or excavation workers because the depth of construction-related excavation may extend beneath the base of surface capping. Except beneath buildings, a demarcation layer will be installed to clearly indicate the boundary between potentially contaminated soil and clean fill. This demarcation layer will serve to inform future construction/excavation workers when they penetrate the surface cap, and that expanded worker protection and soil management protocols are required.

4.0 SOIL HOT SPOT AND POCKET-IN-PLACE EXCAVATION AND OFFSITE DISPOSAL

4.1 GENERAL APPROACH – EXISTING SITE USE

Under Existing Site Use, no Hot Spot Removal or pocket-in-place soil contamination removal is required. Surface capping currently in place at the Property serves to prevent exposure to hot spot and pocket-in-place soil contamination. On portions of the Property unaffected by Redevelopment (or pending Redevelopment), PDC may continue to use the existing Cap as a means to restrict exposure to hot spot and pocket-in-place soil contamination.

4.2 GENERAL APPROACH – HYPOTHETICAL FUTURE SITE USE

DEQ cleanup rules express a preference for treatment of hot spots. As a result, the ROD requires that soil hot spots present in the Electrical Utility Vault and MGP Areas of the Property be excavated and transported offsite for disposal. The ROD also provides that inaccessible contaminated soils impacted by USTs previously decommissioned at the Property be excavated and transported offsite for disposal. The approximate footprints of soil hot spot and pocket-in-place soil contamination requiring removal are illustrated on Figure 7.

Hot spot and pocket-in-place contaminated soil removal actions may be performed prior to (during Pre-Construction) or as part of one or more Sub-Parcel Redevelopment phases. Under

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

SOIL HOT SPOT AND POCKET-IN-PLACE EXCAVATION AND OFFSITE DISPOSAL
April 1, 2016

either of these scenarios, a removal action work plan will be prepared and approved by the DEQ prior to the initiation of the removal action work. The removal action work plan, which may be part of a Sub-Parcel Specific RAP will specify:

- Soil excavation, transport, and disposal methods that will be utilized;
- The approximate area and volume of hot spot/pocket-in-place soils anticipated to be removed;
- Cleanup levels for each hazardous substance present in soil to be removed; and
- Confirmation soil sample collection and laboratory testing methods.

4.3 CONTAMINANTS OF CONCERN MITIGATED

COCs present at concentrations exceeding hot spot levels include the PAHs benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)pyrene. COCs present in the pocket-in-place areas include petroleum hydrocarbons.

4.4 SITE EXPOSURE MODEL

Risk results from the exposure of receptors to hazardous substances according to the following formula:

$$\text{RISK} = \text{EXPOSURE} \times \text{CONCENTRATION}$$

The higher the concentration, or the more frequent the exposure, the higher the risk. DEQ's objective in establishing a preference for the treatment/removal of hot spots is to ensure that the concentrations of hazardous substances that are not treated/removed are below a threshold that would create a high risk scenario. In the removal action work plan that will be prepared prior to soil hot spot and/or pocket-in-place removal in the future (sometime after summer 2018 when the USPS has vacated the Property), an analysis of the benefits of the removal action will be completed, and a plan for a soil removal action proposed for DEQ review and approval. The analysis will be conducted in accordance with the DEQ document *Guidance for Identification of Hot Spots*, dated April 23, 1998. The removal action work plan will also identify cleanup values for each COC being mitigated by a specific removal action.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

MGP AND ELECTRICAL UTILITY VAULT AREA VAPOR MITIGATION
April 1, 2016

5.0 MGP AND ELECTRICAL UTILITY VAULT AREA VAPOR MITIGATION

5.1 GENERAL APPROACH – EXISTING SITE USE

Under the Existing Site Use scenario, no Remedial Actions are required to address the vapor intrusion into building exposure pathway. No buildings are currently located within the MGP and Electrical Utility Vault areas where RBC exceedances for the vapor intrusion pathway have been documented. Until a Redevelopment phase in these areas occurs, no action by PDC is required to address vapor intrusion.

5.2 GENERAL APPROACH – HYPOTHETICAL FUTURE SITE USE

Under the Hypothetical Future Site Use scenario, a vapor mitigation system will be used to mitigate vapor intrusion into buildings in the MGP and Electrical Utility Vault Areas (Figure 3) as stipulated in the ROD, unless a demonstration is made that such mitigation is not necessary to protect human health. A risk assessment completed in August of 2009 (ARCADIS, 2009) has indicated that vapor intrusion is an exposure pathway that requires mitigation to protect urban residents and occupational workers from unacceptable risk. Prior to the construction of a new building in the Electrical Utility Vault and/or MGP Areas, the developer and its consultant will engage with the DEQ (as part of the Sub-Parcel Specific RAP) in determining: 1) whether a vapor mitigation system is needed for a planned building, 2) the specifications for the vapor mitigation system, 3) what sampling will be required to determine the type of vapor mitigation system required, or as part of a demonstration that a vapor mitigation system is not required for the building.

Whether or not a vapor mitigation system is required may depend upon the use of the planned building, and primarily the ground floor use of the building. For example, if the ground floor use of the building is a parking garage, a vapor mitigation system is less likely to be required. If the ground floor use is urban residential, a vapor mitigation system is more likely to be required. Again, such decisions will be memorialized via a Sub-Parcel Specific RAP.

The ROD (page 15) states that “Additional sampling will be necessary in the MGP Area to better delineate the area of soil and groundwater [vapor intrusion] risk exceedance.” This additional sampling has been identified by PDC as an activity that it may implement during Pre-Construction, as a means to allay developer concerns regarding uncertainty as to the need for vapor intrusion preventive measures. Alternatively, this sampling may be performed after a development plan for this portion of the Property has been prepared. Information regarding the location of a building’s footprint and the types of use within the building (e.g., commercial,

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

MGP AND ELECTRICAL UTILITY VAULT AREA VAPOR MITIGATION
April 1, 2016

residential, etc.) is integral to an evaluation of risk. Regardless of the timing of the additional sampling, the PDC and/or a developer will work with the DEQ to develop a plan to ensure that vapor intrusion risk in the MGP Area is addressed, including conducting additional sampling (if necessary) as specified in a Sampling and Analysis Plan (SAP) prior to the construction of a building of any kind in this area. Prior to sampling, Consent Judgment Section 4.F requires "every reasonable effort to notify DEQ of any excavation, drilling, sampling, or other fieldwork to be conducted" under the Consent Judgment at least five working days before such activity, but in no event less than 24 hours before such activity.

5.3 CONTAMINANTS OF CONCERN MITIGATED

COCs present at concentrations exceeding vapor intrusion RBCs include ethylbenzene and naphthalene.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

VETTING OF PILING METHODS
April 1, 2016

5.4 SITE EXPOSURE MODEL

Vapor intrusion is the migration in the vapor phase of volatile compounds through the floor of a building, where occupants of the building may then be exposed through the inhalation of the volatile compounds. A vapor mitigation system reduces risk to building occupants by preventing the migration of volatile compounds into the building. The type of vapor mitigation systems utilized often depends on the concentration of volatile compounds present in soil and/or groundwater beneath the building. If volatile compound concentrations are high, both a vapor barrier and an active or passive venting system might be used. If the volatile compound concentrations are low, vapor mitigation is generally limited to installing a vapor barrier during building construction. As indicated above in Section 5.1, prior to initiating a Redevelopment project in either the MGP or Electrical Utility Vault Areas, the developer must work with the DEQ in developing a plan to address vapor intrusion risk.

6.0 VETTING OF PILING METHODS

Because multiple-story buildings are anticipated as part of Redevelopment of the Property, and based upon soil conditions in the area, it is anticipated that piles will be required as part of the foundation system for all buildings constructed on the Property. Pile driving has the potential to exacerbate contamination in soil and groundwater by providing a preferential migration pathway for contamination to move vertically downward. The MGP Area is likely an area of focus as both deeper soil and groundwater impacts have been documented. A discussion of piling methods and why the planned method is not anticipated to exacerbate contamination will be included in the Sub-Parcel Specific RAP/CMMP for each development project.

7.0 ABANDONMENT OF TANNER CREEK SEWER CONNECTIONS

The abandoned Tanner Creek Sewer is located beneath NW 9th Avenue adjacent and west of the Property, from NW Irving Street to NW Lovejoy Street. This abandoned sewer was identified in earlier environmental investigations as a potential preferential migration pathway for contaminants to reach the Willamette River. As such, the ROD (page 24) requires that as part of Property development, any connections to the abandoned Tanner Creek Sewer be located and abandoned. This requirement will be addressed in a Sub-Parcel Specific RAP/CMMP for any Sub-Parcel development project located along NW 9th Avenue, north of NW Irving Street.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

INSTITUTIONAL CONTROLS
April 1, 2016

8.0 INSTITUTIONAL CONTROLS

8.1 GENERAL APPROACH – EXISTING SITE USE

As stipulated in the ROD Existing Site Use scenario, Institutional Controls are currently being implemented at the Property. Further, the 2011 EES includes additional details regarding Institutional Control continuing obligations. Institutional Controls currently implemented under the ROD (for the Existing Site Use Remedial Action scenario), and the 2011 EES at the Property, comprise the following.

- A description of site hazards, which have been implemented by completing a CMMP and Sub-Parcel Specific EES for the Property.
- Restricting public access to the Property (except the USPS retail store located on NW Hoyt Street).
- A restriction prohibiting use of the Property in any way that will or likely will penetrate the existing cap or jeopardize the existing cap's protective function as an Engineering Control that prevents exposure to contaminated soil.
- Annual inspection of the existing Property surface cap.
- Maintenance of the existing Property surface cap.
- A prohibition on the use of groundwater.

As provided in the SOW, these Institutional Controls will remain in effect for the entire Property during the USPS Lease-Back period. Further, after the Lease-Back period, PDC will maintain these Institutional Controls for all parts of the Property pending Redevelopment, as provided in the SOW and this MRAP. For individual parcels undergoing development, a Parcel-Specific RAP prepared for that development project will specify and require Institutional Controls to be implemented during Redevelopment, and any additional Institutional Controls that are necessary following the completion of the development project. Following completion of Redevelopment, these controls will be memorialized via a Sub-Parcel Specific EES (to be approved by DEQ and recorded in Multnomah County deed record).

8.2 GENERAL APPROACH – HYPOTHETICAL FUTURE SITE USE

As provided in the ROD, Institutional Controls will be utilized as a Hypothetical Future Site Use Remedial Action element. Institutional controls that will be applied under Hypothetical Future Site Use for the Property during Redevelopment will include, where relevant, the following.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

INSTITUTIONAL CONTROLS

April 1, 2016

- A description of site hazards. Hazards associated with development activities will be described in a project-specific RAP/CMMP prepared for each Redevelopment phase. Hazards associated with each developed parcel will be addressed by completing a Sub-Parcel Specific CMMP, and an EES recorded on the deed for the Sub-Parcel.
- Restricting public access to any parcel during its Redevelopment.
- Annual (the frequency may be decreased after five years) inspection of the surface cap constructed during Redevelopment of each Sub-Parcel, and timely submittal of a report documenting the inspection to the DEQ for review and approval.
- Maintenance of the surface cap constructed during Redevelopment of each parcel. Any maintenance carried-out should be described in an inspection report submitted to DEQ for review and approval.
- A prohibition on the use of groundwater.

For individual parcels where vapor mitigation systems are utilized, an Institutional Control regarding inspection and maintenance of the vapor mitigation system also will be included, and details of this control will be provided in the Sub-Parcel Specific RAP/CMMP and EES. As provided in the SOW and this MRAP, Institutional Controls will be identified in a Sub-Parcel Specific RAP and implemented during Redevelopment activities. Inspection and maintenance continuing obligations will be described in a Parcel Specific EES and recorded in the Multnomah County deed record.

8.3 CONTAMINANTS OF CONCERN

COCs detected in soil and groundwater at the Property that will be mitigated in part through the use of Institutional Controls are listed below:

- lead, iron, and arsenic;
- diesel- and heavy oil-range petroleum hydrocarbons;
- ethylbenzene; and
- PAHs including benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, 2-methylnaphthalene, and naphthalene.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

INSTITUTIONAL CONTROLS
April 1, 2016

8.4 SITE EXPOSURE MODEL

Each Institutional Control selected for the Property will mitigate a specific risk. A brief description of the risk mitigated by each Institutional Control is provided below.

8.4.1 Prohibition of Groundwater Use

It has been determined that there are no current or reasonably likely future uses of groundwater or surface water within the locality of the facility for the Property. Based upon this determination, it is inferred that the groundwater ingestion exposure pathway is incomplete for all receptors. To ensure that receptors are not exposed to groundwater, a deed restriction prohibiting the use of groundwater will be imposed on the Property.

8.4.2 Activity Restrictions and Engineering Control Inspection and Maintenance

Maintaining the integrity of Engineering Controls is critical to their effectiveness in mitigating risk. Sub-Parcel-specific (including any parks and, if necessary, public rights-of-way) plans for Engineering Control inspection and maintenance will be developed for each affected parcel on the Property and will be documented in a Sub-Parcel Specific EES. This form of Institutional Control will identify activities that are incompatible with the Engineering Controls, and will document inspection and maintenance activities and schedules. Requirements and responsibility for Engineering Control inspection and maintenance will be established for each Redevelopment project in Sub-Parcel documents approved by the DEQ including a RAP, Closure Report, and EES.

8.4.3 Description of Site Hazards

A Sub-Parcel Specific EES, if required by DEQ, will include a reference to any Sub-Parcel Specific RAP/CMMP prepared for each parcel that contains information regarding: 1) the nature, extent and concentration of contamination, and 2) means and methods for Engineering Control implementation, and 3) contaminated media management. This Institutional Control is intended to mitigate risk to receptors that may be exposed to residual hazardous substances in soil and groundwater in the future by providing notification of potential hazards. Notification regarding the nature of Property contamination will enable workers to implement Engineering Controls and/or a health and safety program that will help ensure that workers are protected during their contact with contaminated media at the Property. A description of site hazards also will help ensure that any excess contaminated soil or groundwater generated during future construction or maintenance projects is managed in a way that will not result in changes to the Property risk framework. Further, the site hazard description will help ensure the appropriate management of

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

CONTAMINATED SOIL MANAGEMENT
April 1, 2016

excess contaminated soil and groundwater that may be generated during construction activities.

8.4.4 Access Restriction

This Institutional Control will help ensure that uncontrolled access to the Property does not occur in areas where such access may result in an exposure potentially resulting in unacceptable risk. The ROD specifically indicates that limiting use in the portions of the MGP and Electrical Utility Vault Areas is required under the Existing Site Use Remedial Action scenario. At a minimum, access restrictions in the form of fencing will continue in these two areas until these areas have undergone Remedial Action or Redevelopment. During the Pre-Construction phase, Temporary Uses are anticipated. Any Temporary Use similar to current USPS operations will not warrant access restrictions except in the MGP and Electrical Utility Vault Areas. For Temporary Uses deemed dissimilar from USPS operations, an evaluation of the need for any access restrictions necessary to protect Property users will be completed and the outcome of said evaluation approved by the DEQ.

During development projects, uncontrolled access to the Property by the general public will be implemented to mitigate the potential for exposure to contaminated soil and construction hazards in general. Following the completion of a development project, Remedial Actions will have addressed all risks, and access restrictions will no longer be required.

9.0 CONTAMINATED SOIL MANAGEMENT

Contaminated soil requiring management may be generated during Pre-Construction and Hypothetical Future Site Use including during Removal Actions or other Remedial Action implementation and/or development of the Property. The purpose of this section of the MRAP is to establish a framework for the proper management of contaminated media, both during development and/or remedial action implementation projects, and during post-development construction/maintenance projects. In addition, for each remedial action or development project or phase, a Sub-Parcel Specific RAP/CMMP will be prepared. The Sub-Parcel Specific RAP/CMMP will follow the framework outlined herein, and will include additional details regarding the means and methods that will be utilized for the specific parcel of land that it is prepared for. The Sub-Parcel Specific RAP/CMMP will be subject to DEQ approval prior to implementation. Prior to excavation, Consent Judgment Section 4.F requires "every reasonable effort to notify DEQ of any excavation, drilling, sampling, or other fieldwork to be conducted" under the Consent Judgment at least five working days before such activity, but in no event less than 24 hours before such activity."

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

CONTAMINATED SOIL MANAGEMENT
April 1, 2016

9.1 DISPOSAL FACILITY PROCUREMENT

Prior to the generation, transport, and disposal of contaminated media, the PDC or developer must identify and procure permits for disposal. In order to procuring disposal permits for soil, it is likely that additional sampling and testing will be required due to the age of soil data previously collected at the Property. A plan for disposal permit procurement, including soil sampling and testing methods, if required by DEQ, must be included in the Sub-Parcel Specific RAP/CMMP prepared for each Remedial Action/Redevelopment phase.

9.2 PROJECT SITE LAYOUT

Project site traffic including construction workers and heavy equipment must be managed to ensure that contaminated media are adequately controlled. Minimizing traffic to the extent practicable is a preferred best management practice. Erosion controls (e.g., silt fences and catch basin filter socks) should be used to prevent soil erosion from the project area onto adjoining properties and into the City's stormwater management system. Track-off of contaminated soil on vehicles must be minimized. Preferred options for the control of track-off include 1) the construction of a wheel-wash that can be utilized by trucks exiting the Property, and 2) the construction of gravel pads at construction exits.

9.3 EXCLUSION ZONE AND DECONTAMINATION

Before beginning excavation of contaminated soil as part of either Pre-Construction or Redevelopment, or a remediation activity, the GC must establish an exclusion zone around the excavation area where contaminated soil is located. Entrance and exit locations to the exclusion zone must be established and documented in the daily field logs. The boundaries of individual exclusion zones will be located wholly within the Property boundaries, and generally will be limited to the portion of the Property affected by Redevelopment/Remedial Action activities.

Equipment may operate freely within the exclusion zone. The GC will use hand tools to remove any significant quantities of adhered soils from equipment exiting an exclusion zone. Cleaning of equipment is not required for movement of equipment within the exclusion zone.

9.4 MANAGEMENT OF CONTAMINATED SOILS

Excess contaminated soils typically are generated during development projects, and always are generated during soil removal actions such as a soil hot spot cleanup. Sources of excess soil

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

CONTAMINATED SOIL MANAGEMENT
April 1, 2016

generated during development projects include stripping and other grading required to achieve design subgrade elevations, and constructing subsurface elements of building foundations such as pile caps and grade beams. Generally, excess contaminated soil can be reused on the same parcel, and potentially on other portions of the Property that have not yet been redeveloped subject to limitations under DEQ regulations and guidance including groundwater levels, concentration of COCs, suitable locations for on-site soil relocation, and other factors). Contaminated soil reuse and relocation on the Property is subject to DEQ approval. 1.6. However, DEQ approval of non-hot spot contaminated soil reuse shall not be withheld provided a demonstration is made that soil reuse does not exacerbate Property environmental conditions or present an unacceptable risk to human health or the environment. Reuse of Property demolition debris (primarily asphalt and concrete) also will be permitted (no prior DEQ approval required) provided the debris exhibits negligible visual or olfactory evidence of contamination and has negligible contaminated soil adhered to it. Excess soils and demolition materials that cannot be reused must be transported offsite for disposal (see Section 9.1 regarding soil disposal facility procurement). Any staging and/or stockpiling of excess soils by the GC should be approved by the project environmental consultant and may require DEQ approval (see Section 9.6 for details regarding contaminated soil storage means and methods). The soil management means and methods to be employed for each Redevelopment or Remedial Action phase must be described in a Sub-Parcel Specific RAP/CMMP prior to the start of the project.

9.5 EXCAVATION AND LOADING OF SOILS

The following procedure will be used to load contaminated soils during Redevelopment and Remedial Action projects, unless otherwise approved by DEQ:

- GC will notify environmental consultant no less than 24 hours prior to beginning excavation of contaminated soil.
- The GC will use water as necessary to prevent the generation of visible dust during excavation activities.
- Maintain excavation equipment in good working order. The GC will immediately clean up any contaminated soil resulting from spilled hydraulic oils or other hazardous materials from equipment.
- Wet soils with free water will not be loaded into trucks.
- Load trucks in a manner that prevents the spilling, tracking, or dispersal of soil. All loads will be covered prior to exiting the Property.
- All soil will be removed from the exterior of each truck before the truck leaves the loading area. Any soil collected in the loading area will be placed back into the truck.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

CONTAMINATED SOIL MANAGEMENT
April 1, 2016

- Specific truck haul routes will be established before beginning off-Property contaminated soil transport. On-Property truck routes also will be developed to minimize or prevent movement of trucks over contaminated areas.
- The GC will ensure that loaded truck weights are within acceptable limits.

9.6 TEMPORARY STORAGE OF SOILS

Contaminated soil (e.g. soil containing contaminants at concentrations exceeding DEQ clean fill criteria) may be temporarily stored at the discretion and with pre-approval by an environmental consultant, and may be subject to DEQ approval. All temporary stockpiles will be removed from the Property shortly following the completion of each significant grading or excavation phase, unless on-site reuse of the soil is planned. Contaminated soil storage on the Property is generally allowed only within lined and bermed containment areas or within roll-off bins. However, temporary storage of non-hot spot contaminated soil on a non-hot spot soil surface is permitted provided that the DEQ is kept apprised of soil volumes, erosion control measures, and planned final disposition of the soil. Contaminated soils stockpiled on the Property will be covered with impermeable, reinforced tarps (10-mil minimum) during periods of rain, wind, or inactivity to prevent soil transport. Stockpiles will remain covered whenever not in use. The edges and interior portions of the tarps will be tied down with sand bags and rope, as necessary, to maintain their integrity.

As directed and authorized by the environmental consultant, unanticipated and unknown contaminated soil may temporarily be stockpiled at a pre-approved location until laboratory results required to profile the soil are received. Such soil will be placed atop impermeable, reinforced plastic sheeting (10-mil minimum) and surrounded by a berm of clean soil or other suitable material. Stockpiled material will also be covered with reinforced tarps (10-mil minimum) during periods of rain, wind, inactivity, or when not adding or unloading soil to prevent soil transport. The edges and interior portions of the tarps will be tied down with sand bags and rope, as necessary, to maintain their integrity. Analytical results will be used to determine the appropriate disposition of the soil.

9.7 TRANSPORTATION OF SOILS

When transporting soils offsite, the GC will comply with all applicable federal, state, or local laws, codes, and ordinances that govern or regulate solid/hazardous waste transportation. Prior to any significant cleanup activity that involves off-site transport of contaminated media, information shall be provided to DEQ on truck routes that will be used, and public outreach may be necessary. The GC will ensure that all drivers hauling soil have in their possession all applicable state and local vehicle insurance requirements, a valid driver's license, and vehicle registration and license documentation. The GC will use trucks to transport contaminated soil

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

CONTAMINATED SOIL MANAGEMENT
April 1, 2016

that are substance-compatible, licensed, insured, and permitted pursuant to federal, state, and local statutes, rules, regulations and ordinances. Drivers of haul vehicles transporting contaminated soil off-Property will be informed of:

- The nature of the material hauled.
- The required routes to and from the disposal site and/or disposal staging area.
- The applicable City street regulations and requirements, and State of Oregon Department of Transportation (DOT) codes, regulations and requirements.
- The legal maximum load limits per vehicle.

Prior to trucks leaving the Property, the GC will decontaminate the equipment to prevent soil from being spilled or tracked offsite. Decontamination will include broom cleaning and wheel washing or similar methods to remove all contaminated soil from the exterior of the truck. The loads of each truck will be covered with a well-secured, tight fitting tarp prior to trucks leaving the Property. Trucks will not travel offsite if free liquids are draining from the load. If visible track-off is noted on any adjoining streets, the GC will immediately have the street cleaned.

9.8 DISPOSAL OF CONTAMINATED SOILS OR OTHER SOLID WASTES

Contaminated soils will be transported to a Resource Conservation and Recovery Act Subtitle D Landfill, unless another disposal option or location is approved by the DEQ. The GC will provide the environmental consultant at least 72-hour notice prior to initial transport of soil off the Property, and at least 48-hour notice for all subsequent soil transportation events.

The disposal contractor will prepare bills of lading or other related documents required by the selected disposal facility and submit all receipts of disposal or treatment within two days of receipt of the soil at the disposal facility.

Concrete and other debris will be disposed at a demolition debris landfill or reused on site. The GC must ensure that any soil adhered to demolition material has been removed prior to off-Property transport of such material or on-site reuse. If visible or olfactory evidence that demolition material is contaminated is noted, testing of the material may be required, at the discretion of the DEQ, prior to its off-Property transport and disposal or on-site reuse.

9.9 UNANTICIPATED AND UNKNOWN CONTAMINATED SOILS

The DEQ states in the ROD (page 24) that "if significant contamination is encountered during Property development in areas where analytical data is limited or absent, characterization sampling will be required by DEQ. If contamination is present at depth, DEQ may require

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

CONTAMINATED SOIL MANAGEMENT
April 1, 2016

groundwater sampling." The GC will perform the following steps in response to suspected unanticipated or unknown contaminated soil indicated by the monitoring procedures described in Section 9.12:

- Upon discovery of suspected unanticipated and unknown contaminated soil, immediately suspend all construction activities in the vicinity and notify the environmental consultant and GC.
- Upon notification, the environmental consultant will promptly mobilize to the Property (if not already on Property) to evaluate whether unanticipated and unknown contaminated soil has been encountered.
- After an initial reconnaissance of the suspected unanticipated and unknown contaminated soil encountered, the environmental consultant will notify the DEQ of the conditions encountered. The consultant will then work with the DEQ to determine the appropriate action to address the condition encountered.

The consultant and DEQ will develop a plan to address the potential unanticipated and unknown contaminated soil. Plans may include:

- Classification of the soil as contaminated without further analysis, in which case the soil must be managed in accordance with CMMP requirements.
- Working with the GC to conduct an assessment of the soil, potentially including exploratory backhoe test pits to evaluate its extent, and the collection and analysis of soil samples to evaluate the nature and concentration of contamination.
- If exploratory test pits indicate the extent of the potential unanticipated and unknown contaminated soils is limited, the consultant may direct the GC to excavate and stockpile the soil to limit any construction delays. If this occurs, the consultant will then rapidly characterize the soil to determine the appropriate method for management of the soil.

If suspect unanticipated and unknown contaminated soils require temporary storage, such storage must take place within drop boxes, unless lined and bermed soil stockpiles are pre-approved by the DEQ).

In the unlikely event that the consultant determines that potentially hazardous unanticipated and unknown contaminated soil may have been encountered, the GC will comply with the following (in addition to otherwise complying with all applicable regulations):

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

CONTAMINATED SOIL MANAGEMENT
April 1, 2016

- Secure the area as necessary to restrict access and protect workers and the public from exposure.
- Modify the Health and Safety Plan (HSP), including designation of an exclusion zone for the area where the potentially hazardous unanticipated and unknown contaminated soil has been encountered. The environmental consultant will provide unanticipated and unknown contaminated soil sampling and analysis results to the GC to assist in making appropriate HSP modifications.

If the GC encounters an unknown abandoned UST, they will immediately inform the environmental consultant, and with assistance from the consultant, will manage the UST in accordance with Oregon Administrative Rules 340-122.

9.10 SITE ACCESS CONTROLS

Areas where Redevelopment work has commenced will be fully enclosed by fencing for the duration of the Redevelopment/Remedial Action to minimize access by unauthorized persons. As the development of individual parcels or areas are completed (including implementation of any applicable requirements under a Sub-Parcel Specific RAP/CMMP or EES) fencing may be removed or reduced. Any lots that remain undeveloped will remain enclosed by fencing until development occurs, unless a demonstration is made (and approved by DEQ) that fencing removal will not result in unacceptable risk to human health or the environment. Lockable gates will be provided at construction entrances and exits, and no trespassing signs will be posted on the fencing.

9.11 HEALTH AND SAFETY

A site-specific HSP will be prepared by both the environmental consultant and GC prior to initiating each development project. The environmental consultant may be useful as a resource to the GC in the preparation of its HSP. At a minimum, the HSP must describe the nature and concentration of COCs present in soil/groundwater on and under the parcel at issue, and describe the means and methods that will be utilized to minimize worker exposure to this contamination. Copies of all HASPs must be submitted to DEQ for review and administrative record- keeping a minimum of 30 days prior to the start of work.

9.12 REMEDIAL ACTION OVERSIGHT ACTIVITIES

Remedial actions will be overseen by an environmental consultant on behalf of PDC or developer. DEQ must be provided the name and contact information for the environmental consultant and PDC/developer project manager a minimum of two weeks prior to the start of

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

CONTAMINATED SOIL MANAGEMENT
April 1, 2016

work. Meetings will be held prior to the start of work, and at appropriate intervals during the work, to discuss environmental requirements for the project. The DEQ must be invited to attend and participate in these meetings. The environmental consultant or a PDC/developer representative will be on-site to observe a portion of all significant phases of Remedial Action implementation outlined in the ROD. This may include observation of hot spot removal, surface cap installation, vapor mitigation system installation, and abandoned Tanner Creek Sewer connection decommissioning. The environmental consultant and GC will coordinate preparation and collection of remedial action implementation documentation, including daily field reports and photographs. The level of oversight will depend upon the type of activities executed on a given day. Initially, oversight may need to be nearly full-time, until the GC is fully aware of its corrective action and contaminated media detection responsibilities. The amount of time spent overseeing the GC will decrease over time, and eventually may be only a few hours per week.

9.13 RECORD KEEPING AND REGULATORY UPDATES

The GC will be required to prepare and maintain documentation describing activities related to the excavation, on-site management, transportation, and disposal of contaminated soils generated during its development project.

Daily field reports will be prepared by the GC on the same day in which activity has occurred and will be submitted to the PDC/developer as provided in the Sub-Parcel Specific RAP. The daily field reports will: 1) document excavation and management of soil, including locations and depths where contaminated soil was excavated; 2) describe the volume of soil placed in, or removed from, temporary soil stockpiles; 3) describe the location, depth, and nature of any unanticipated and unknown contaminated soil encountered or observed and the response taken; and 4) describe any placement of contaminated soil as fill to raise grade outside of right-of-way areas. Wherever contaminated fill is excavated, the GC also will provide estimates of in-place volumes that were excavated.

The GC will ensure that contaminated soil bills of lading for each offsite shipment of soil are prepared. The bills of lading will include the date and time of shipment, the name of the hauling company, the name of the truck driver, and the name and location of the disposal site. A copy of the bill of lading and the associated weigh slips from local scales and the disposal facility where the soil is accepted showing the weight of the soil transported offsite must be provided to the PDC/developer.

The environmental consultant or PDC/developer will provide weekly updates to the DEQ following the start of work (i.e. the first day of field work in the case of an investigation or Removal Action or ground-breaking in the case of Redevelopment), up to and until a decrease

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

CONTAMINATED GROUNDWATER MANAGEMENT
April 1, 2016

in the frequency of such updates has been approved by the DEQ. It is anticipated that an update frequency of weekly will occur only while substantial Remedial Action and/or soil management activities are occurring, and will not be required for the entire duration of Redevelopment.

10.0 CONTAMINATED GROUNDWATER MANAGEMENT

Benzo(a)pyrene and naphthalene have been detected in shallow groundwater in the MGP Area at concentrations exceeding groundwater in excavation RBCs. Limited groundwater sampling has been performed across the rest of the Property. As a result, DEQ must be notified in advance of excavation work anticipated to encounter groundwater. Groundwater is most likely to be generated during dewatering required for 1) installation of deep utilities, and 2) the construction of subsurface structures (e.g. elevators or grade beams/pile caps). Any water removed from trenches or excavations must be properly characterized and appropriately managed. A framework for groundwater management is provided below. Additional detail regarding groundwater management protocols will be included in a Sub-Parcel Specific RAP/CMMP prepared for each Redevelopment/Remedial Action project. The Sub-Parcel Specific RAP/CMMP will be subject to DEQ approval prior to implementation.

10.1 GROUNDWATER HANDLING AND STORAGE

If dewatering of trenches or excavations is required, the groundwater must be pumped from the trench or excavation into a temporary holding tank. Prior to disposal, the water must be tested to determine an appropriate disposal method. The most probable disposal method for relatively small volumes of water is anticipated to be an oil recycler. If this disposal method is pursued, the environmental consultant should contact the oil recycler and discuss its testing requirements in advance. Once testing results have been received and approved by oil recycler, the water may be picked up and transported to the recycling facility. Transport of water to the recycling center should be via a vacuum truck, or within DOT-approved containers. Equipment used to store or transfer groundwater should be decontaminated before demobilization. Any liquid waste generated during equipment decontamination should be managed in the same manner as groundwater.

If large volumes of groundwater are generated, it may be prudent for the GC to investigate other water disposal options, such as discharge to the City sewer system (subject to any City Industrial Pretreatment Discharge Permit requirements).

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

REPORTING
April 1, 2016

10.2 DISPOSAL FACILITY PROCUREMENT

Procurement of a contaminated groundwater disposal facility should also be undertaken prior to any Redevelopment or Remedial Action phase where encountering groundwater is anticipated. If the volume of groundwater generated is small (e.g. less than a thousand gallons), temporary storage, testing, and disposal at an offsite facility is the preferred management/disposal option. If larger quantities of groundwater are anticipated to be generated, then obtaining the necessary permits from the City to facilitate groundwater disposal to the sanitary/storm sewer system may be desirable, but advance planning is recommended.

10.3 RECORD KEEPING

The GC will be required to provide documentation describing all groundwater management activities. At a minimum, the GC must provide the following information to the PDC/developer: 1) a description including a map illustrating the location of trenches/excavations from which groundwater was removed, 2) estimated volumes of groundwater removed, including receipts from the disposal facility (if appropriate), 3) copies of related permits, and 4) a copy of analytical laboratory reports obtained in characterizing groundwater.

11.0 REPORTING

11.1 PRE-CONSTRUCTION ACTIVITY REPORTING

Various investigation and/or Remedial Action activities may occur during Pre-Construction, as discussed in other sections of this MRAP and in the SOW. Work plans describing these activities will be prepared prior to their implementation, and reports documenting these activities will be prepared following their completion. Work plans and reports for investigation or Remedial Actions required by the DEQ, or activities that disturb a significant amount of soil (>10 cubic yards) are subject to DEQ review and approval. Reports for minor voluntary investigation or Remedial Action activities also will be provided to the DEQ.

11.2 CLOSURE REPORT

At the conclusion of each Redevelopment/Remedial Action implementation project, the environmental consultant will complete and submit to DEQ a Closure Report summarizing and documenting all Remedial Action implementation activities (including documenting compliance with any Sub-Parcel Specific RAP and/or CMMP). The report will include, at a minimum, the following information:

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

REPORTING
April 1, 2016

1. documentation of all surface capping activities;
2. documentation of all vapor mitigation system installation activities;
3. documentation of any hot spot/pocket-in-place soils removal actions;
4. a description of any abandoned Tanner Creek Sewer connection decommissioning activities;
5. the volume and location of soil reused during the project, and the amount of soil excavated and hauled off-Property;
6. soil and groundwater transport manifest and disposal information;
7. representative photographs documenting Remedial Action implementation and contaminated media management activities.
8. Signatures and certification by Project Manager and Oregon-registered Professional Engineer or Geologist that the Remedial Action has been completed in accordance with the Consent Judgment (see Consent Judgment Section 9).

In addition, the Closure Report must include as-built drawings for any Engineering Controls (e.g., vapor mitigation system, surface cap, etc.). A draft Closure Report must be submitted to the DEQ within 60 days of completion of all remedial actions including documenting compliance with any Sub-Parcel RAP and/or CMMP.

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

REFERENCES
April 1, 2016

12.0 REFERENCES

ARCADIS, 2008. Focused Feasibility Study, USPS Portland P&DC. June 30, 2008. (Includes supplemental Risk Assessment for Urban Resident Exposure).

ARCADIS, 2009. Technical Memorandum, Reclassified Compounds. August 21, 2009.

CH2MHILL, 2015. Abandoned Tanner Creek Sewer and 9th and Lovejoy Street Investigation Summary Report. January 2015.

Dames & Moore, 1993. UST Decommissioning Report Review & Soil Investigation, Portland Main Post Office (GMF/VMF). September 23, 1993.

Dames & Moore, 1994. UST Decommissioning & Soil Investigation Report, Portland General Mail Facility. February 10, 1994.

DEQ. Record of Decision for the USPS-P&DC Site, Portland, Oregon. July 14, 2010.

DEQ. Conditional No Further Action Determination, USPS Portland Processing and Distribution Center (P&DC), ECSI 2183. September 25, 2012.

Exponent. Final Contaminated Media Management Plan, USPS Portland P&DC. April 2011.

APPENDIX A – RECORD OF DECISION

**APPENDIX B – EASEMENT AND EQUITABLE
SERVITUDE**

**MASTER REMEDIAL ACTION WORK PLAN
UNITED STATES POSTAL SERVICE PROCESSING & DISTRIBUTION CENTER**

0
March 11, 2016

DRAFT

RESOLUTION NO. 7178

RESOLUTION TITLE:

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROSPECTIVE PURCHASER AGREEMENT WITH THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE 13.4 ACRES OF REAL PROPERTY LOCATED AT 715 NW HOYT STREET IN THE RIVER DISTRICT URBAN RENEWAL AREA

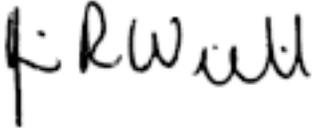
Adopted by the Portland Development Commission on April 20, 2016

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Tom Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Gustavo Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Aneshka Dickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Mark Edlen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner William Myers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda				

CERTIFICATION

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and as duly recorded in the official minutes of the meeting.

	Date: April 29, 2016
Gina Wiedrick, Recording Secretary	