

FINDING OF SUITABILITY FOR TRANSFER (FOST)

For

RIVERBANK ARMY AMMUNITION PLANT

RIVERBANK, CALIFORNIA

Parcel 4 - Evaporation/Percolation Ponds Parcel

July 2013

**FINDING OF SUITABILITY TO TRANSFER
(FOST)
RIVERBANK ARMY AMMUNITION PLANT
Parcel 4 - Evaporation/Percolation Ponds Parcel**

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1. PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of Parcel 4, the Evaporation Percolation Ponds appurtenant to, but located 1.5 miles north of the former Riverbank Army Ammunition Plant (RBAAP) for transfer consistent with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the CERCLA Covenant, and Access Provisions and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

2. PROPERTY DESCRIPTION

The property consists of 28.85 acres and no buildings. The property is used as Evaporation/Percolation (E/P) Ponds. The four E/P ponds are approximately 1.5 miles north of the former RBAAP boundary along the Stanislaus River.

The E/P Ponds were constructed in 1952 for the disposal of treated effluent generated by the RBAAP. The E/P Ponds currently received treated effluent from the groundwater treatment plant (GWTP). Historically, they also received “treated” water from the industrial wastewater treatment plant (IWTP) during its operation. The treated effluent is discharged through a force main to a point where it travels by gravity through a 21-inch vitreous clay pipe for approximately 1.5 miles prior to emptying into the ponds. The effluent then is distributed to the four unlined ponds. Berm heights were raised in late 1972 to increase the capacity of the ponds, and the existing baffles were reconstructed with native soil. The ponds are operated independently based on the volume of flow that requires containment. The flow is diverted into a second pond once the first becomes full and so forth. The effluent discharged to the ponds evaporates or percolates through the existing sediments to the groundwater.

Parcel 4 (E/P Ponds) is intended to be transferred through a public sale for agricultural use and is consistent with the intended reuse of the property as set forth in the Riverbank Local Redevelopment Authority’s Base Reuse Plan dated October 30, 2008. A site map of the property is attached (Enclosure 1).

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the Property was made based upon the U.S. Army BRAC 2005, *Environmental Condition of Property Phase I Report, Riverbank Army Ammunition Plant, Riverbank, CA, Final, 17 November 2006* and the *Agricultural Use Evaluation*. The information provided is a result of a complete search of agency files during the development

of these environmental surveys.

A complete list of documents providing information on environmental conditions of the Property is attached (Enclosure 2).

4. ENVIRONMENTAL CONDITION OF PROPERTY

The DOD Environmental Condition of Property (ECP) category for the Property is as follows:

ECP Category 4: E/P Ponds Parcel

A summary of the ECP categories for specific buildings, parcels, or operable units and the ECP category definitions is provided in Table 1 – Description of Property (Enclosure 3).

4.1. ENVIRONMENTAL INVESTIGATION SITES

There was one remediation site located on the property. A summary of the environmental remediation site on the property is as follows:

RBAAP-11/SWMU 23 - E/P Ponds: Characterization of the E/P Ponds was completed during the RI phase (Weston, 1992a). Based on the RI findings, a removal action was completed in 1993. Approximately 1,118 cubic yards of zinc-contaminated soil were excavated and disposed at an off-site landfill. Limited areas of total petroleum hydrocarbon (TPH) contamination were also excavated. The final soil characterization report, completed in May 1994, concluded that no further action is warranted at the E/P Ponds. The ROD documented this removal action and concluded that no further action was necessary at the ponds. In addition, the E/P Ponds were designated as solid waste management unit (SWMU) 23 in the 1990 RCRA Facility Assessment (RFA). In June 2002, the Army and DTSC signed a Corrective Action Consent Agreement that identified that no further action was required at SWMU 23.

The E/P Ponds will continue to be used for the discharge of “treated” water from the GWTP through an underground pipeline. This discharge is regulated under Waste Discharge Requirements (WDRs) issued by the RWQCB. Influent to the E/P ponds continues to be monitored monthly for pH, nitrates, chemical oxygen demand, oil and grease, total dissolved solids, hardness, standard minerals, total and hexavalent chromium, cyanide, zinc and other USEPA Method 6000/7000 metals. There is a network of five groundwater monitoring wells installed around the E/P Ponds. The WDRs also require ongoing groundwater monitoring at the E/P Ponds.

All environmental soil and groundwater remediation activities on the property have been completed. The deed will include the following land use restrictions residential use restriction and groundwater use restriction. A summary of the environmental remediation sites is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4).

4.2. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

Hazardous substances were released or disposed of on Parcel 4 (E/P ponds) in excess of reportable quantities specified in 40 CFR Part 373. Hazardous substance storage operations have not occurred at this property. The release or disposal of these hazardous substances was remediated as part of the Installation Restoration Program (IRP). See Section 4.1 Environmental Remediation Sites for additional information. A summary of the buildings or areas in which hazardous substance activities occurred is provided in Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4). The CERCLA 120(h)(3) Notice, Description, and Covenant at Enclosure 5 will be included in the Deed.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

4.3.1. Underground and Above-ground Storage Tanks (UST/AST)

There is no evidence that petroleum products were stored in underground or above-ground storage tanks on the Property.

4.3.2. Non-UST/AST Storage, Release, or Disposal of Petroleum Products

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on the property.

4.4. POLYCHLORINATED BIPHENYLS (PCB)

There is no evidence that PCB-containing equipment is located or was previously located on the property.

This site was also investigated for polychlorinated biphenyls (PCBs) as a part of the Galbestos investigation at RBAAP. None of the sediment samples in the E/P ponds contained PCBs exceeding the TSCA criteria (USACE, 2011).

4.5. ASBESTOS

There are no buildings or structures located on the property. Asbestos Containing Materials are not present.

4.6. LEAD-BASED PAINT

There are no buildings or structures located on the property. Lead Based Paint is not present.

4.7. RADIOLOGICAL MATERIALS

There is no evidence that radioactive material or sources were stored or used on the property.

4.8. RADON

There were no radon surveys conducted on the property.

4.9. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

The term “MEC” means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. Based on a review of existing records and available information, there is no evidence that MEC are present on the property.

4.10. OTHER PROPERTY CONDITIONS

There are no other hazardous conditions on the property that present an unacceptable risk to human health and the environment.

5. ADJACENT PROPERTY CONDITIONS

There are no conditions adjacent to the property that present an unacceptable risk to human health and the environment. The E/P Ponds are bounded by the Stanislaus River on the west and private property on all other sides.

As discussed in Section 4.3.2, oil stains were identified at the foot of a retaining wall at the E/P Ponds. An investigation was conducted and the hydrocarbons present were found to not be actionable quantities.

The presence of these hazards on adjacent property does not present an unacceptable risk to human health and the environment.

An above ground storage tank (AST) is located on adjacent private property on the east side of the E/P pond property. As shown on Figure 1, along a 140 ft. section of the border between the two properties lies a retaining wall that is constructed from railroad ties. The retaining wall is approximately 5 ft. in height. The AST is set back from the retaining wall approximately 20 ft.

The following other potentially hazardous conditions exist on adjacent property: waste disposal, storage of hazardous materials, and releases of hazardous materials. See Figure 3, Enclosure 1 for a map of the adjacent sites. The presence of these hazards on adjacent property does not present an unacceptable risk to human health and the environment because these areas have been remediated or isolated so that any contamination from them would not migrate onto to the property.

The presence of these hazards on adjacent property does not present an unacceptable risk to human health and the environment.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

The following environmental orders/agreements are applicable to RBAAP: the Federal Facility Agreement between the Army, the EPA, and the State of California signed in April 1990; the Record of Decision for RBAAP approved in March 1994; and a Corrective Action Consent Agreement signed by the Army and DTSC in June 2002. In addition, RBAAP holds a Resource Conservation and Recovery Act (RCRA) Part B Hazardous Waste Facility Permit (Permit No. CA7210020759). No remediation activities are required on the property. The deed will include a provision reserving the Army's right to conduct remediation activities if necessary in the future (Enclosure 4).

The deed will include a restriction that prohibits the use of groundwater on the property and prohibits residential use (Enclosure 5). Additionally, the property recipient(s) will be expected to sign a State Land Use Covenant (SLUC). The SLUC will be prepared and signed by the DTSC, the Central Valley Water Board, and the transferees. The SLUC will be recorded within 10 days of the property's transfer by deed. These restrictions will be in effect until the deed provisions are terminated, removed, or modified as specified in an appropriate CERCLA decision document and protectiveness of human health and the environment can be assured by the modified restrictions or additional restrictions, if necessary.

7. REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region 9, the DTSC, the Central Valley Water Board, and the public were notified of the initiation of this FOST. The public comment period was held from March 25, 2013 to April 25, 2013. Regulatory and/or public comments received during the public comment period were reviewed and incorporated, as appropriate. A copy of the regulatory/public comments will be included at Enclosure 6 and the Army Response will be included at Enclosure 7.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the Final Environmental Assessment for BRAC 05 Disposal and Reuse of the Riverbank Army Ammunition Plant, Riverbank, CA, March 2009. There were no encumbrances or conditions identified in the NEPA analysis as necessary to protect human health or the environment on this property.

9. FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the property is transferable under CERCLA section 120(h)(3). In addition, all Department of Defense requirements to reach a Finding of Suitability to Transfer (FOST) have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions that shall be included in the deed for the property. The deed will also include the CERCLA 120(h)(3) Covenant, and Access Provisions and Other Deed Provisions.



Thomas E. Lederle

Chief, Base Realignment and Closure Division

Enclosures

Encl 1 – Figures

Encl 2 – Environmental Documentation

Encl 3 – Table 1 -- Description of Property

Encl 4 – Table 2 – Notification of Hazardous Substance Storage, Release or Disposal

Encl 5 – CERCLA Notice, Covenant, and Access Provisions and Other Deed Provisions

Encl 6 – Environmental Protection Provisions

Encl 7 – Regulatory/Public Comments

Encl 8 – Army Response to Comments

ENCLOSURE 1
FIGURES

Figure 1: Parcel Map

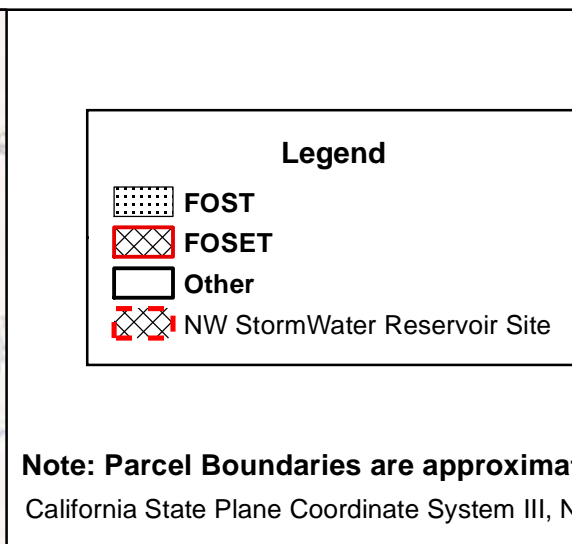
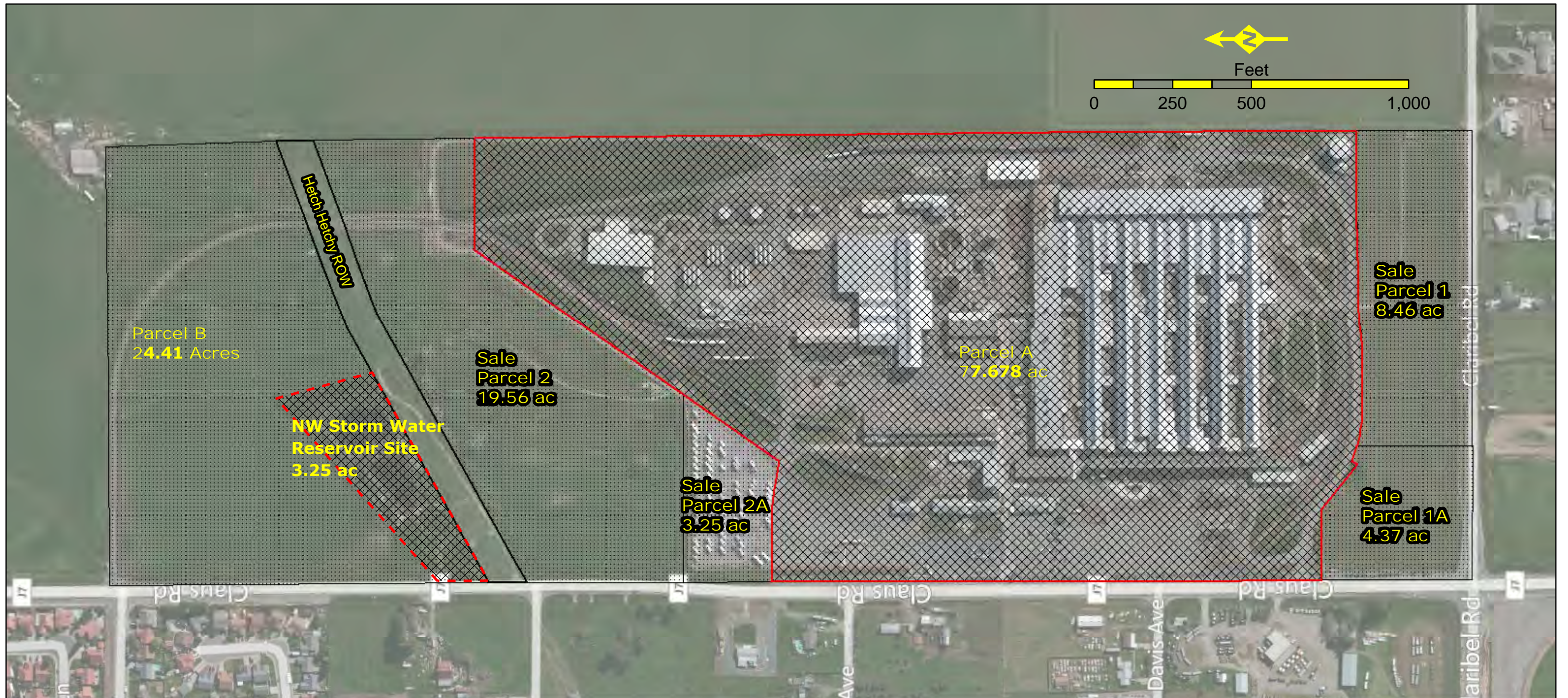
Figure 2: ECP Study Sections

Figure 3: IRP Sites, SWMUs, and AOCs

Figure 4: RBAAP General Production and Operation Areas Subject to Land Use Restrictions

Figure 5: Area of On-Site Groundwater Use Restrictions RBAAP

Plate 1: E/P Pond Monitoring Wells – 2012 Fourth Quarter (Semiannual) Groundwater Monitoring & Landfill Post-Closure Report, Chromium and Cyanide Concentrations

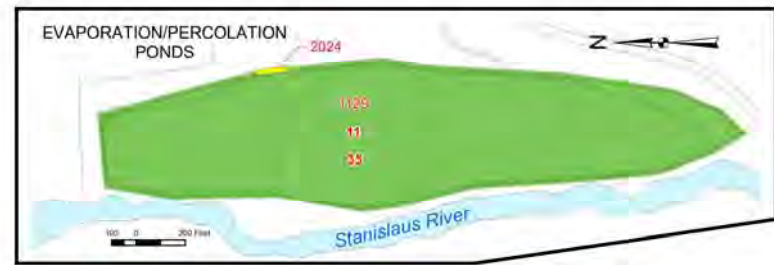
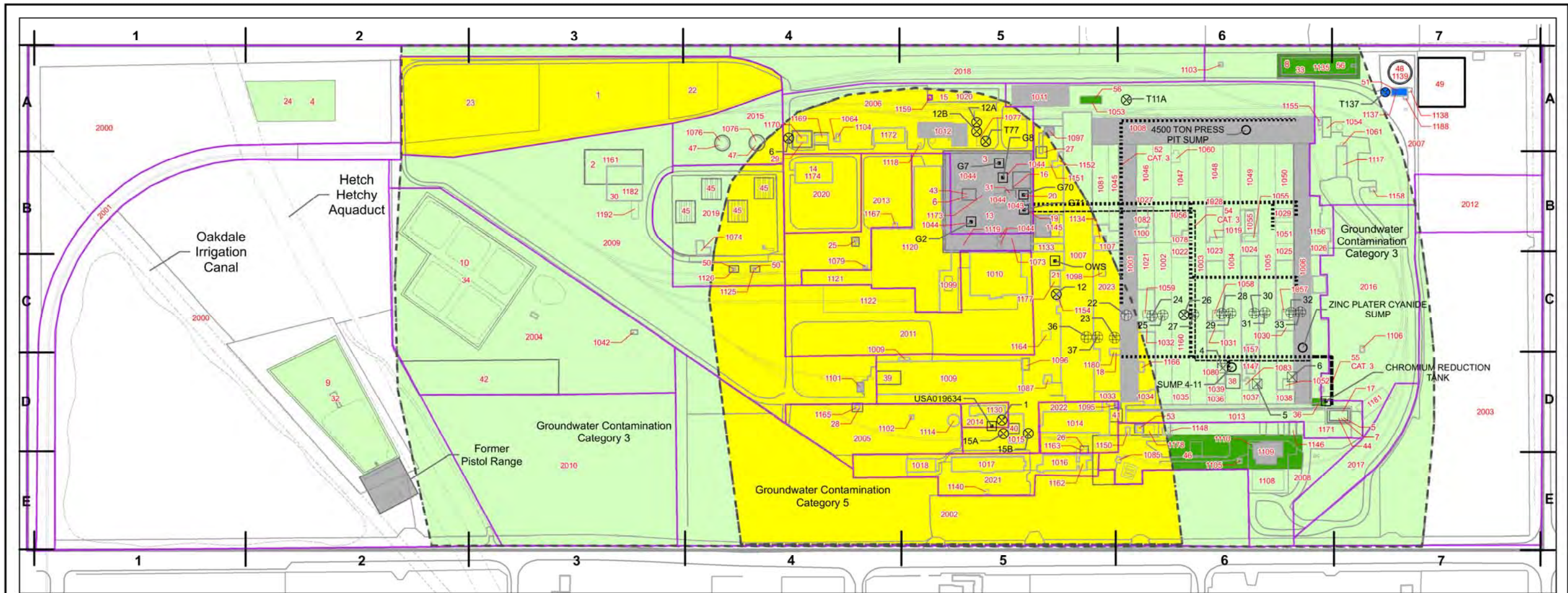


**FIGURE 1.
RIVERBANK PARCEL MAP**

Updated on December 3, 2012, Created on August 10, 2011,

Riverbank Army Ammunition Plant
Riverbank, California
Stanislaus County





Study Section	Figure Coordinates	Area Name
1	A3	RBAAP-01, Leach
2	B3	RBAAP-02, Waste Salt Disposal Pit
3	C3	RBAAP-03, Groundwater Contamination
4	A2	RBAAP-04, WTP Effluent Sewer Line Break
5	D7	RBAAP-05, Building 13, Chromium Treatment
6	B5	RBAAP-06, WTP H2SO4 Spill
7	D7	RBAAP-07, Building 13 Phosphate Spill
8	A6	RBAAP-08, Southwest Storm Reservoir
9	C2	RBAAP-09, Northwest Storm Reservoir
10	C2	RBAAP-10, Sewage Treatment Plant/Sludge Beds
11	N/A	RBAAP-11, Evaporation/Percolation Ponds (Stanislaus)
12	E2	RBAAP-001-R-01, Pistol Range
13	B5	SWMU 1, Industrial Wastewater Treatment Plant (WTP)
14	B4	SWMU 2, Hazardous Waste Storage Area (Drum Storage Facility)
15	A5	SWMU 3, Empty Drum Storage Area (Rusted Car Off-Loading Area)
16	B5	SWMU 4, Drum Staging Area (at the WTP)
17	D7	SWMU 5, Chromium Reduction Unit (Building 13)
18	C5	SWMU 6, Chromium Reduction Unit (Building 1)
19	B5	SWMU 7, Coolant Recovery Unit (WTP) (Hyde Ultrafiltration Unit)
20	B5	SWMU 8, Waste Oil Accumulation Unit (Waste Oil Storage Tank)
21	C5	SWMU 9, Equipment Wash Facility (Building 177 Triple Rinse Area)
22	A4	SWMU 10, Landfill (Southern Portion)
23	A3	SWMU 11, Landfill (Northern Portion)
24	A2	SWMU 12, WTP Sewer Line Break Area (Effluent Farm Main)
25	B4	SWMU 13, Inhibitor (Building 123)
26	C5	SWMU 14, Inhibitor (Building 103)
27	A5	SWMU 15, Pesticide Storage Area (West of Building 11)
28	D4	SWMU 16, Pesticide Storage Area (Building 165)
29	A4	SWMU 17, Pesticide Storage Area (Building 170)
30	B3	SWMU 18, Former Sludge Desiccating Pit (Waste Salt Disposal Pit)
31	B5	SWMU 19, Waste Zinc-Cyanide Solution Neutralizing Tanks

Study Section	Figure Coordinates	Area Name
1006	C4	Production Line
1007	C4	Production Line
1008	A6	Production Line - Press Room
1009	D9	Machine Shop/Offices
1010	C3	Craft/Warehouse/Offices, Former National Guard
1011	A5	Paint & Oil Storage, Oil Recycling and Transport
1012	A5	Boiler House
1013	D6	Production Line
1014	D5	Dispensary/Locker Rooms, Security Office
1015	D5	Equipment Maintenance (Vehicles)
1016	E5	Offices & Gate House
1017	E5	Administrative Offices
1018	E5	Cafeteria & Offices
1019	C4	Production Restrooms
1020	A5	Empty Barrel Storage (No longer present)
1021	C6	Plant Cafeteria
1022	C6	Assembly & Office
1023	C6	Assembly & Office
1024	C6	Assembly & Office
1025	C6	Assembly & Office
1026	C6	Assembly & Office
1027	B6	Restroom & Passage
1028	B6	Restroom & Passage
1029	B6	Restroom & Passage
1030	C4	Restroom & Passage
1031	C8	Restroom & Passage
1032	C8	Restroom & Passage
1033	D8	Passage & Distribution P/L - G-9 #1
1034	D8	Passage & Office
1035	D8	Passage & Emerg. Gen #2
1036	D8	Passage & Office
1037	D8	Passage & Office
1038	D8	Passage & Office
1039	D8	Passage & Office
1040	D8	Passage & Office
1041	D8	Passage & Office
1042	C3	Sewage Disposal Plant
1043	B5	Acid Neutral & Cyanide Destruction Laboratory
1044	B5	Acid Neutral & Cyanide Destruction Laboratory
1045	B6	Production Line
1046	B6	Production Line
1047	B6	Production Line & Emerg. Gen #2 (Generator Removed)
1048	B6	Production Line & Office
1049	B6	Production Line & Emerg. Gen #4 & 5
1050	B6	Production Line & Emerg. Gen #6
1051	B6	Laboratory, Chemical & Metallurgical
1052	A6	Transformer Area - Substation No. 10
1053	A5	Transformer Area - Substation No. 5
1054	A6	Transformer Area - Substation No. 13
1055	A6	Transformer Area - Substation No. 3
1056	A6	Transformer Area - Substation No. 7
1057	A6	Transformer Area - Substation No. 8
1058	A6	Transformer Area - Substation No. 12
1059	A6	Transformer Area - Substation No. 11
1060	B6	Transformer Area - Substation No. 11
1061	A7	Cooling Tower Control House
1062	N/A	Facilities Eng. Store House
1064	A4	Fuel Oil Unloading Serv. Bldg.

LEGEND

- ⊕ UNDERGROUND STORAGE TANKS (CLOSED IN PLACE)
- ⊗ UNDERGROUND STORAGE TANKS (REMOVED)
- ABOVE-GROUND STORAGE TANKS (ACTIVE)
- ⊠ ABOVE-GROUND STORAGE TANKS (REMOVED)
- AOC 12 (PIPELINE)
- AOC 14 (PIPELINE)
- AOC 15 (PIPELINE)
- ECP STUDY SECTION BOUNDARY

CATEGORY 1
Areas in which no release or disposal of hazardous substances or petroleum products has occurred, and to which there has been no migration of such substances from adjacent areas.

CATEGORY 2
Areas in which only release or disposal of petroleum products has occurred.

CATEGORY 3
Areas in which release, disposal, or migration of hazardous substances has occurred, but in concentrations that do not require a removal or other remedial response.

CATEGORY 4
Areas in which release, disposal, or migration of hazardous substances has occurred, but all removal or other remedial actions necessary to protect human health and the environment have been taken.

CATEGORY 5
Areas in which release, disposal, or migration of hazardous substances has occurred, and removal or other remedial actions are under way, but all required actions have not yet been taken.

CATEGORY 6
Areas in which release, disposal, or migration of hazardous substances has occurred, but required remedial actions have not yet been implemented.

CATEGORY 7
Areas that have not been evaluated or require additional evaluation.

NOTES:

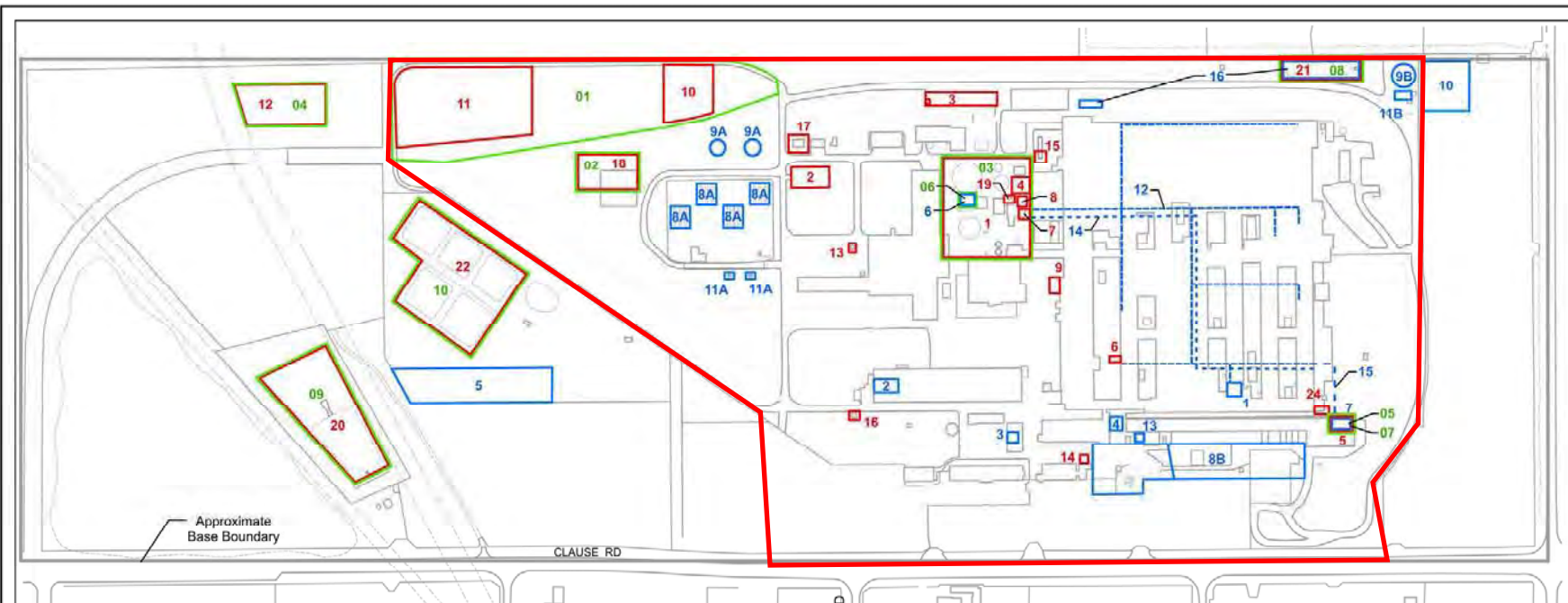
Category 3 Groundwater Contamination - The groundwater contamination area shown as Category 3 is an approximation of the area at RBAAP that has detected levels of chromium or cyanide. Buildings/land within this area are designated Category 3.

Category 5 Groundwater Contamination - The groundwater contamination area shown as Category 5 is an approximation of the area at RBAAP that has detected levels of chromium or cyanide. Buildings/land within this area are designated Category 5.

SWMU 25 Addresses all former underground storage tank sites at RBAAP.

Figure 2
PROPERTY CATEGORIZATION MAP
Riverbank Army Ammunition Plant
Riverbank, California

CH2MHILL



Installation Restoration Program Sites (IRP)

- RBAAP-01 - Landfill
- RBAAP-02 - Waste Salt Disposal Pit
- RBAAP-03 - Groundwater Contamination
- RBAAP-04 - IWTP Effluent Sewer Line Break
- RBAAP-05 - BLDG. 13, Chromium Treatment
- RBAAP-06 - IWTP H2SO4 Spill
- RBAAP-07 - BLDG. 13 Phosphate Spill
- RBAAP-08 - SE Storm Reservoir
- RBAAP-09 - NW Storm Reservoir
- RBAAP-10 - Sewage Treatment Plant/Sludge Beds
- RBAAP-11 - Evaporation/Percolation Ponds (Stanislaus)

Solid Waste Management Units (SWMU)

- SWMU 1 - Industrial Wastewater Treatment Plant (IWTP)
- SWMU 2 - Hazardous Waste Storage Area (Drum Storage Facility)
- SWMU 3 - Empty Drum Storage Area (Railroad Car Off-Loading Area)
- SWMU 4 - Drum Staging Area (at the IWTP)
- SWMU 5 - Chromium Reduction Unit (Building 13)
- SWMU 6 - Chromium Reduction Unit (Building 1)
- SWMU 7 - Coolant Recovery Unit (at the IWTP) (Hyde Ultra Filtration Unit)
- SWMU 8 - Waste Oil Accumulation Unit (Waste Oil Storage Tank)
- SWMU 9 - Equipment Wash Facility (Triple Rinse Area)
- SWMU 10 - Landfill (Southern Portion)
- SWMU 11 - Landfill (Northern Portion)
- SWMU 12 - IWTP Sewer Line Break Area (Effluent Force Main)
- SWMU 13 - Incinerator (Building 123)
- SWMU 14 - Incinerator (Building 183)
- SWMU 15 - Pesticide Storage Area (Building 11)
- SWMU 16 - Pesticide Storage Area (Building 183)
- SWMU 17 - Pesticide Storage Area (Building 170)
- SWMU 18 - Former Sludge Dewatering Pit (Waste Salt Disposal Pit)
- SWMU 19 - Waste Zinc-Cyanide Solution Neutralizing Tanks
- SWMU 20 - Northwest Storm Reservoir
- SWMU 21 - Southeast Storm Reservoir
- SWMU 22 - Sanitary Wastewater Settling Ponds
- SWMU 23 - E/P Ponds
- SWMU 24 - Industrial Waste Pipe Leak
- SWMU 25 - Underground Storage Tanks

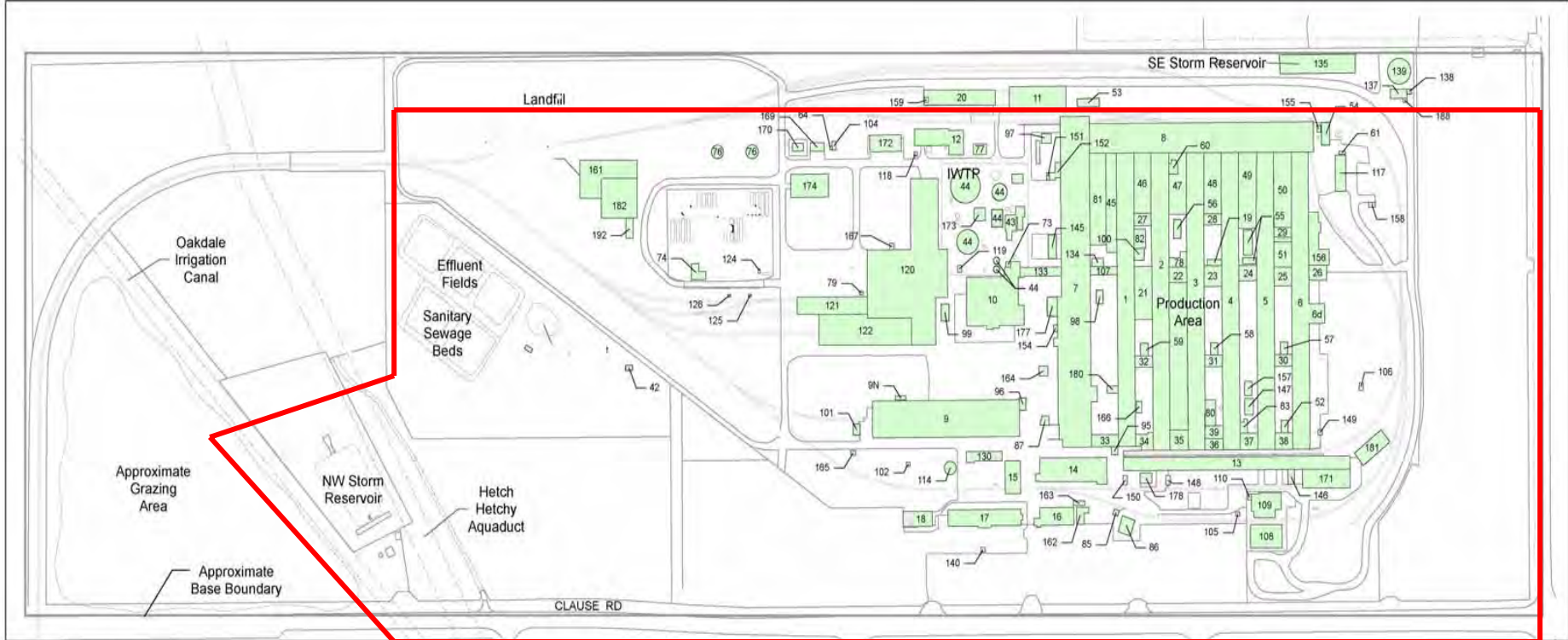
Areas of Concern (AOC)

- AOC 1 - Mortar Line Accumulation Area (Building 4)
- AOC 2 - Machine Shop Accumulation Area (Building 9)
- AOC 3 - Vehicle Maintenance Accumulation Area (Building 15)
- AOC 4 - Grenade Line Accumulation Area
- AOC 5 - Former Windrowed Area
- AOC 6 - Sulfuric Acid Spill Area (1966)
- AOC 7 - Phosphoric Acid Spill Area (1978)
- AOC 8 - Horizontal Aboveground Storage Tanks
- AOC 9 - Vertical Aboveground Storage Tanks
- AOC 10 - Former Solid Waste Pile (Southeast Corner)
- AOC 11 - Loading Racks
- AOC 12 - Industrial Wastewater Collection System
- AOC 13 - Draw Lube System (Building 170)
- AOC 14 - Zinc-Cyanide Wastewater Collection System
- AOC 15 - Building 13 Temporary Wastewater Line
- AOC 16 - Substation 5



FIGURE 3
 IRP SITES, SWMUs, AND AOCs
 Riverbank Army Ammunition Plant
 Riverbank, California

CH2MHILL



Oakdale Irrigation Canal

Effluent Fields

Sanitary Sewage Beds

NW Storm Reservoir

Hetch Hetchy Aquaduct

SE Storm Reservoir

Production Area

IWTR

CLAUSE RD

Approximate Grazing Area

Approximate Base Boundary

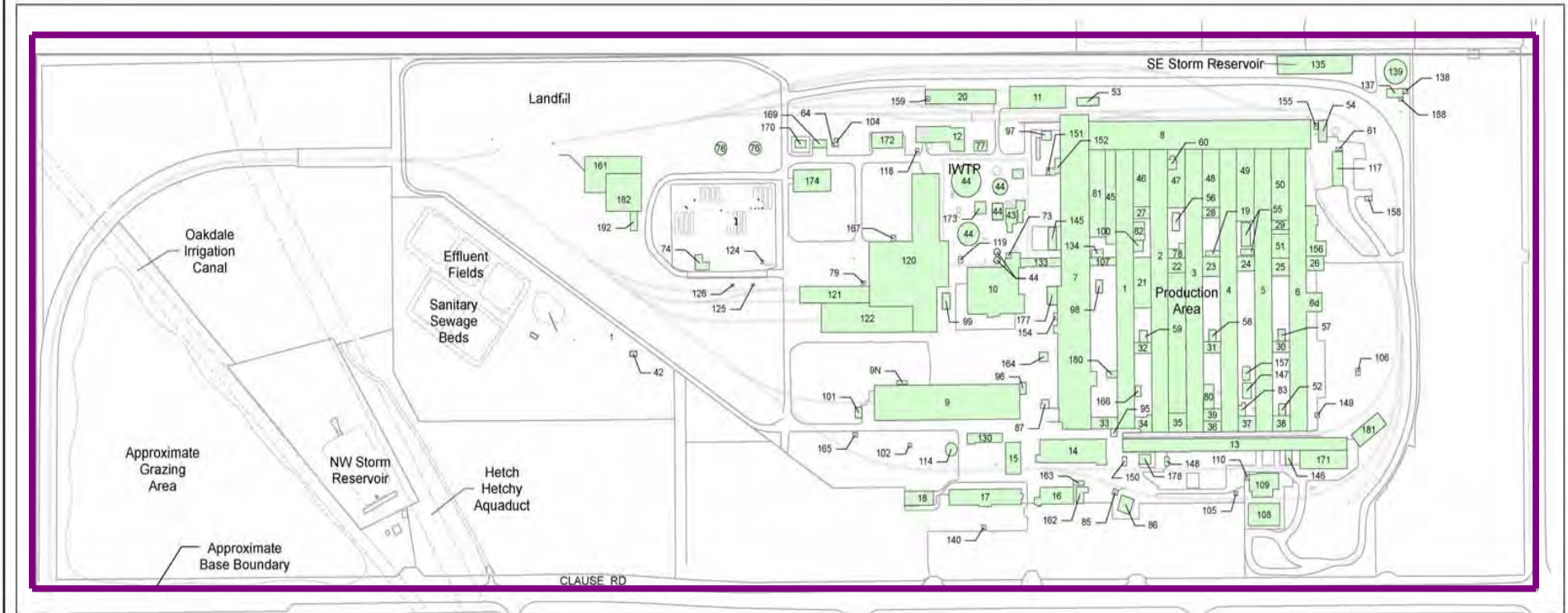
Legend:

— Approximate Boundary of the RBAAP General Production and Operation Areas Subject to Land Use Restrictions

Buildings



Figure 4
RBAAP General Production and Operation Areas Subject to Land Use Restrictions

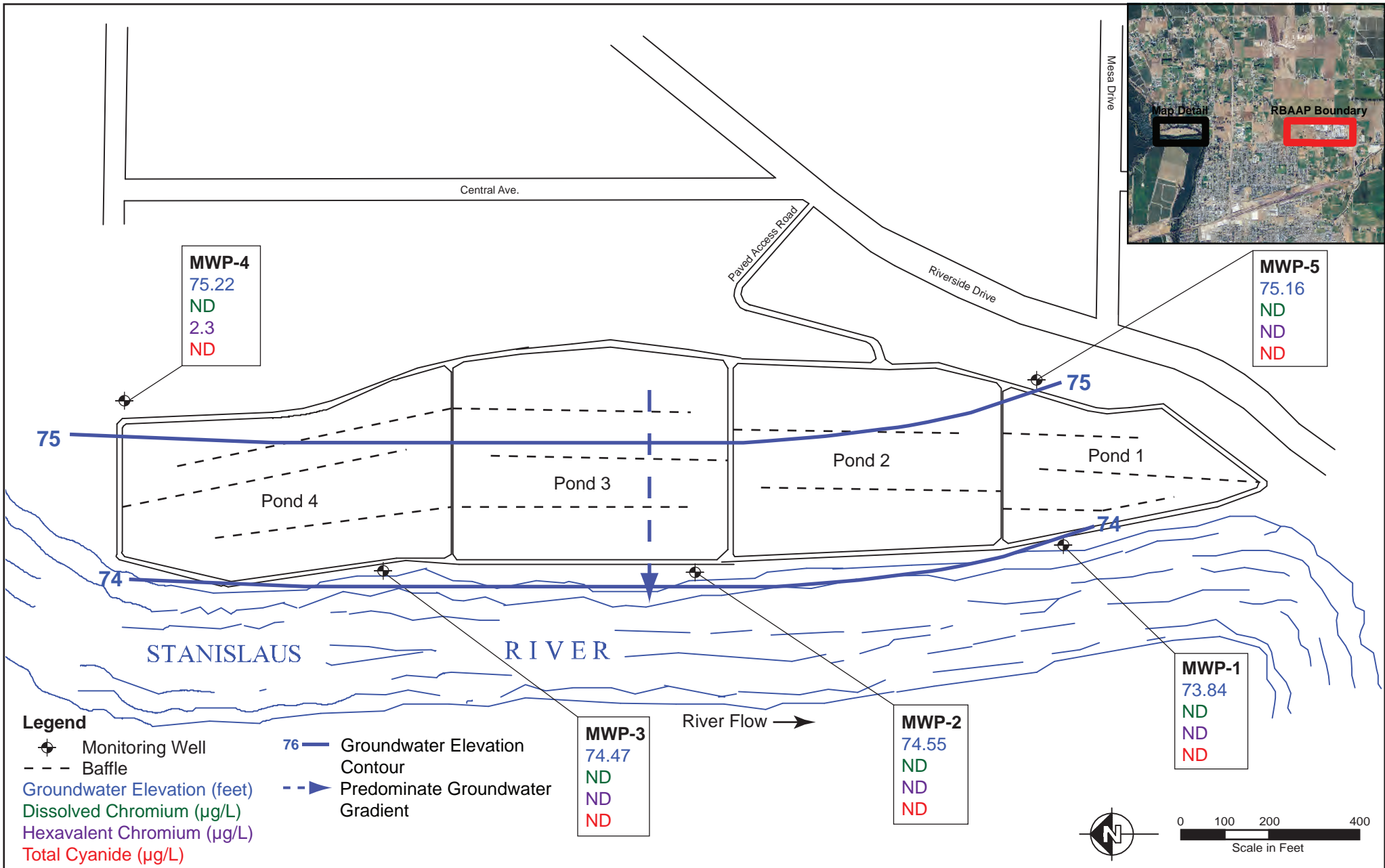


Legend:

- Approximate Facility Boundary defining Area of On-Site Groundwater Use Restriction.
- Building



Figure 5
Area of On-Site
Groundwater Use
Restrictions RBAAP



2012 Fourth Quarter (Semiannual)
Groundwater Monitoring &
Landfill Post-Closure Report
Riverbank Army Ammunition Plant
Riverbank, California

E/P Pond Monitoring Wells

ENCLOSURE 2
ENVIRONMENTAL DOCUMENTATION

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ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Area Name	ECP Study Section	ECP Category	Remedial Actions
Percolation/Evaporation Ponds (E/P Ponds) (RBAAP-11/SWMU 23)	11, 35	4	<p>The E/P Ponds occupy 27 acres on the banks of the Stanislaus River approximately 1.5 miles north of the main installation. The E/P Ponds were constructed in 1952 for the disposal of treated effluent generated at the RBAAP. Based on the RI findings, a removal action was completed in 1993 to address zinc-contaminated soil. The ROD documented this removal action and concluded that no further action was necessary at the ponds (USAEC, 1994). RBAAP continues to use the E/P Ponds for discharge of treated water. This discharge is regulated under Waste Discharge Requirements (WDRs) issued by the Central Valley Water Board. The WDRs require ongoing groundwater monitoring at the E/P Ponds.</p> <p>This site was investigated for PCBs in the Galbestos investigation. None of the sediment samples in the E/P ponds contained PCBs exceeding the TSCA criteria (USACE, 2011).</p>

ECP Categories:

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas).

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

Category 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions that have not yet been taken.

Category 6: Areas where release, disposal, and/or migration of hazardous substances has occurred, but where required actions have not yet been implemented.

Category 7: Areas that are not evaluated or that require additional evaluation.

ENCLOSURE 4

TABLE 2 – NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Percolation/ Evaporation Ponds (E/P Ponds) (RBAAP-11/ SWMU 23)	Zinc, TPH	1952 - present	<p>Based on the RI findings, a removal action was completed in 1993 to address zinc-contaminated soil. The ROD documented this removal action and concluded that no further action was necessary at the ponds (USAEC, 1994). RBAAP continues to use the E/P Ponds for discharge of treated water. This discharge is regulated under Waste Discharge Requirements (WDRs) issued by the Central Valley Water Board. The WDRs require ongoing groundwater monitoring at the E/P Ponds.</p> <p>This site was investigated for PCBs in the Galbestos investigation. None of the sediment samples in the E/P ponds contained PCBs exceeding the TSCA criteria (USACE, 2011).</p>

ENCLOSURE 5

CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS AND OTHER DEED PROVISIONS

The following CERCLA Notice, Covenant, and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. CERCLA NOTICE

Property Covered by Access Rights and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)):

For the property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

A. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Enclosure 4, attached hereto and made a part hereof.

B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):"

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in Enclosure 4, attached hereto and made a part hereof.

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that -

- A. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

B. Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

2. "AS IS"

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect

the property and accepts the condition and state of repair of the subject property. The Grantee understands and agrees that the property and any part thereof is offered “AS IS” without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any asbestos, lead-based paint, or other conditions on the property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this “As Is” provision will be construed to modify or negate the Grantor’s obligation under the CERCLA Covenant or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the property after the date of conveyance.

B. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor’s obligation under the CERCLA Covenant or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless it is determined that the substance was not due to Grantor’s activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor’s activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

B. Grantee, its successors and assigns, as consideration for the conveyance of the property,

agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Enclosure 5, which is attached hereto and made a part hereof. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

ENCLOSURE 6

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. FEDERAL FACILITIES AGREEMENT

The Grantor acknowledges that the Riverbank Army Ammunition Plant has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Riverbank Army Ammunition Plant Federal Facility Agreement (FFA) dated April 5, 1990. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property. Pursuant to and as provided in Section 25 of the FFA, the Grantee shall provide access to the EPA, the State, and their authorized representatives for purposes consistent with the FFA.

2. PESTICIDE NOTIFICATION AND COVENANT.

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantee further acknowledges that where a pesticide was applied by the Grantor or at the Grantor's direction, the pesticide was applied in accordance with its intended purpose and consistently with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et. seq.) and other applicable laws and regulations.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefore.

3. LAND USE RESTRICTIONS

A. The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

(1) Residential Use Restriction. The Grantee, its successors and assigns, shall use the Property solely for commercial or industrial activities and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

(2) Groundwater Restriction. Grantee is hereby informed and acknowledges that the groundwater under the Property has low level detections of chromium and cyanide that are below Maximum Contaminant Levels. The Grantee, its successors and assigns, shall not to access or use ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army, the U.S. Environmental Protection Agency, Region 9, the Department of Toxic Substances Control, and the Regional Water Quality Control Board, Central Valley Region. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

(3) Notice of Groundwater Monitoring Wells. The Grantee is hereby informed and does acknowledge the presence of groundwater monitoring wells on the Property. The Grantee, its successors and assigns shall not disturb or permit others to disturb the monitoring wells located on the Property without prior written approval from the Grantor, the U.S. Environmental Protection Agency, Region 9, the Department of Toxic Substances Control, and the Regional Water Quality Control Board, Central Valley Region. Upon the Grantor's determination that a well is no longer necessary, the Grantor will close such well at the Grantor's sole cost and expense in accordance with applicable laws, regulations, and ordinances.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests to modifications to the above restrictions to Grantor and USEPA, DTSC, and the Regional Water Board, by first class mail, postage prepaid, addressed as follows:

- a. Grantor: Sacramento District, U.S. Army Corps of Engineers
ATTN: CESP-KRE
1325 J Street
Sacramento, CA 95814-2922
- b. USEPA: Chief, Federal Facility and Site Cleanup Branch
Superfund Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street, Mail Code: SFD-8-3

San Francisco, CA 94105

c. DTSC: Chief of Northern California Operations
Office of Military Facilities
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200

d. Regional Water Board:
Executive Officer
State of California
Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, Suite #200
Rancho Cordova, CA 95670-6114

ENCLOSURE 7
REGULATORY/PUBLIC COMMENTS

There were no comments during the public comment period.

ENCLOSURE 8
ARMY RESPONSE TO COMMENTS

There were no comments during the public comment period.